IN THE COURT OF APPEALS OF THE STATE OF NEW MEXICO

JEREMIAH SIPP, aka
SAGE RADER, and HELLA RADER

Plaintiffs-Appellants,

vs.

No. A-1-CA-36924
Santa Fe County
D-101-CV-2016-01615

BUFFALO THUNDER, INC.,
BUFFALO THUNDER DEVELOPMENT AUTHORITY,
THE PUEBLO OF POJOAQUE,
THE PUEBLO OF POJOAQUE GAMING COMMISSION, and
POJOAQUE GAMING, INC.,

Defendants-Appellees.

REPLY BRIEF

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Oral Argument Requested

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I. INTRODUCTION

This Court should reverse the district court's dismissal of the complaint, because the claims of Appellants, Sage and Hella Rader (the "Raders"), fall within the state court's jurisdiction deriving from the Tribal-State Class III Gaming Compact Pueblo of Pojoaque-State of New Mexico ("the Compact"). Defendants, Buffalo Thunder, Inc., Buffalo Thunder Development Authority, the Pueblo of Pojoaque, the Pueblo of Pojoaque Gaming Commission, and Pojoaque Gaming, Inc., argue that the state court did not have jurisdiction over the claims, because Section 8 was no longer applicable due to developments in federal law and because the claims did not fall under Section 8. On appeal, the Raders address each argument, though the district court addressed only the second, so as to support a basis for jurisdiction on remand and prevent affirmance on alternative legal grounds.

Defendants, however, also argue that Mrs. Rader's claims were correctly dismissed, because she failed to state a consortium claim. [**Answer Brief ("AB")18-19**] Defendants did not raise this issue in the district court. The district court did not decide that issue, and also did not decide the factual questions pertaining to which of the Defendant entities could be liable. [**RP206;AB24**] This Court should therefore not address the newly raised basis for dismissing Mrs. Rader's claims, raised in the *Answer Brief*, or decide the factual questions about which of the Defendant entities

could be liable for the injuries. Instead, this Court should reverse the district court's dismissal order and remand for additional proceedings.

II. ARGUMENT

This Court should reverse the district court's dismissal, because the district court had subject matter jurisdiction over the claims. Defendants maintain that (1) the Compact's jurisdiction-shifting provisions terminated; (2) federal law prevents tribes and states from negotiating jurisdiction-shifting for most visitors' personal injury claims; and, (3) the Raders failed to sufficiently plead facts and provide evidence to support state court jurisdiction. For the reasons set forth in the *Brief in Chief*, and the reasons stated below, Defendants' arguments are insufficient, and this Court should reverse the district court's decision.

Mr. Rader has satisfied any burden to establish that Defendants unequivocally waived sovereign immunity and are subject to state-court jurisdiction pursuant to the Compact. There is "no question that Sections 8(A), (D) of the Compact create an express and unequivocal waiver under the Compact for the protection of visitors to a Gaming Facility, for claims of bodily injury or property damage proximately caused by the conduct of the Gaming Enterprise." *Guzman v. Leguna Dev. Corp.*, 2009-NMCA-116, ¶17, 147 N.M. 244, (quotation marks, citations, and alterations omitted). Section 8's provisions have not terminated, federal law has not undermined the New Mexico Supreme Court's conclusion that tribes and states may negotiate

jurisdiction-shifting, and the allegations in the complaint sufficiently plead a waiver of sovereign immunity.

A. Section 8 of the Compact Remains Applicable in the Context of Conflicting State and Federal Law

Defendants argue that the jurisdiction-shifting provision of Section 8 terminated when a single federal district court determined that IGRA did not permit the negotiation of jurisdiction-shifting between states and tribes. [**AB8**] Section 8 of the Compact, titled "Protection of Visitors," states as follows:

> Policy Concerning Protection of Visitors. The safety and protection of visitors to a Gaming Facility is a priority of the Tribe, and it is the purpose of this Section to assure that any such persons who suffer bodily injury or property damage proximately caused by the conduct of the Gaming Enterprise have an effective remedy for obtaining fair and just compensation. To that end, in this Section, and subject to its terms, the Tribe agrees to carry insurance that covers such injury or loss, agrees to a limited waiver of immunity from suit, and agrees to proceed either in binding arbitration proceedings or in a court of competent jurisdiction, at the visitor's election, with respect to claims for bodily injury or property damage proximately caused by the conduct of the Gaming Enterprise. For purposes of this Section, any such claim may be brought in state district court, including claims arising on tribal land, unless it is finally determined by a state or federal court that IGRA does not permit the shifting of jurisdiction over visitor's personal injury suits to state court.

[**RP049**] Defendants focus on the final clause and argue that any determination by any state or federal court that IGRA does *not* permit jurisdiction shifting is a "condition subsequent" and an event the parties agreed would terminate Section 8. [**AB9**] Defendants contend that Section 8 terminated because a federal district court

and federal circuit court have "finally determined . . . that IGRA does not permit the shifting of jurisdiction," citing *Santa Clara v. Nash*, 972 F.Supp.2d 1254 (D. N.M. 2013) ("*Nash*") and *Navajo Nation v. Dalley*, 896 F.3d 1196 (10th Cir. 2018) ("*Dalley*").

Defendants are mistaken for two reasons. First, the Section 8 term "finally determines" reasonably means that the court decision pertaining to IGRA is one that subsequent courts are required to follow and does not mean "final" as a civil-procedure term. Second, Section 8 does not anticipate termination if any court, anywhere, determines that IGRA does *not* permit jurisdiction-shifting, despite contrary decisions from this state's highest court. A decision that "finally determines" the issue must be a decision that a subsequent court construing the Compact is required to follow and decisions permitting jurisdiction shifting are relevant to whether the issue is "finally determined."

Whether the issue is "finally determined" reasonably means that the IGRA question can no longer be debated. Otherwise, any state or federal court—at any level and in any jurisdiction—could hold that IGRA does not permit jurisdiction shifting and terminate Section 8. This definition of "finally determined" is not a matter of simply applying "precedential authority" to a contract, as Defendant argues. **[AB11]** Instead, defining "finally determined" to mean "determined by a court that subsequent courts must follow," is a reasonable construction of the

Compact. Defendants presume that the term "finally determined" in Section 8 means "was part of the holding in the case" or "final" for the purposes of appeal. [**AB10-11**] Defendants' interpretation of the term leads to confusion if courts disagree on the jurisdiction-shifting issue, which is what happened when, post-*Nash*, another federal district court determined that IGRA permitted jurisdiction-shifting for personal injury suits. *Navajo Nation v. Dalley*, No. 15-cv-00799, 2016 U.S. Dist. LEXIS 103319, at *45-55 (D. N.M. Aug. 3, 2016) (rev'd by *Dalley*, 896 F.3d at 1200). According to Defendants' definition, for the years between the district court's *Dalley* decision and the Tenth Circuit reversal, federal courts had "finally determined" that IGRA did and did not permit jurisdiction for personal injury suits.

Defendants state that the district court's unpublished *Dalley* decision was never "final" because it was appealed. Defendants provide no authority for that proposition and it contradicts Defendants' reading of Section 8, which defines "finally determined" as "part of the holding." [**AB11**] The district-court *Dalley* decision was final for the purposes of appeal and was final for the parties until after reversal. *See Brunacini v. Kavanagh*, 1993-NMCA-157, ¶28, 117 N.M. 122. The vagaries of legal "finality" demonstrate why the Compact term "finally determined" must mean the issue is no longer legally debatable and not related to "finality" as a procedural legal concept.

In New Mexico, the issue is no longer debatable—IGRA permits jurisdiction shifting. For the Court in *Doe v. Santa Clara Pueblo*, 2007-NMSC-008, 141 N.M. 269, the "initial inquiry [was] whether Congress, in IGRA, 'does not permit' tribes and states to . . . negotiate provision in a tribal-state compact for the 'shifting of jurisdiction over visitors' personal injury suits to state court[.]" *Doe*, 2007-NMSC-008, ¶8. The *Doe* Court held:

> The Pueblos and the State of New Mexico agreed to jurisdiction shifting 'unless' a court determines that 'IGRA does not permit' it. As we have seen, there is nothing in IGRA that 'does not permit' the Pueblos and the State to do exactly what they agreed to do here. Thus, based on the sole condition stipulated in the Compact, we hold that the Pueblos have consented to state court jurisdiction for the limited purpose of personal injury actions against casinos that implicate visitor safety concerns.

Id. ¶16. The *Doe* Court noted that the pueblo parties characterized Section 8 as "a conditional agreement that tort cases may be filed in state court, but only if [the New Mexico Supreme Court] or a federal court finally determine[] that IGRA actually permits jurisdiction-shifting as to such cases." *Id.* ¶14, n.4 (alterations in original). The Compact parties did not expect that a single negative answer to the jurisdiction-shifting question from a single court from any jurisdiction in the country would terminate Section 8, other conflicting decisions notwithstanding.

According to Defendants, judicial determinations that IGRA permits jurisdiction-shifting personal injury suits are irrelevant, because the Compact states "unless it is finally determined by a state *or* federal court that IGRA does *not* permit

the shifting of jurisdiction over visitor's personal injury suits to state court." **[AB11(emphasis added)]** Defendants rely on the word "or" to argue that even though *Doe* determined IGRA permitted the clause, the Compact contemplated termination of Section 8 if a federal court decided IGRA did not permit it. Applying Defendants' reading of Section 8, the provision terminated if any state or federal court at any level from any part of the country decided IGRA did not permit jurisdiction shifting. The "or" conjunction does not reasonably contemplate the termination of Section 8 in the event of conflicting decisions from federal and state courts. The "or" conjunction instead means that a decision "finally determining" the issue could come from either a federal or a state court—and decisions have come from *both* state and federal courts. However, only the New Mexico Supreme Court decision in *Doe* "finally determines" the issue for the purposes of New Mexico state-court lawsuits.

The only decision that this Court is bound to follow is *Doe* and its progeny, which "finally determined" that IGRA permits jurisdiction-shifting for personal injury lawsuits. **[*See* BIC8-9]** Section 8 therefore has not terminated, and the district court had subject matter jurisdiction over Mr. Rader's claims. *See Peavy, et al. v. Skilled Healthcare Group, Inc., et al.*, A-1-CA-35494, at *17-18, 2018 N.M. App. Unpub. LEXIS 366 (Oct. 22, 2018) (non-precedential) ("While our Supreme Court has not yet addressed the possible preemption of our substantive unconscionability

doctrine in light of [a Tenth Circuit Court of Appeals decision], [a]ppeals in this Court are governed by the decisions of the New Mexico Supreme Court-including decisions involving federal law, and even when a United States Supreme Court decision seems contra." (alteration in original) (internal quotation marks and citation omitted)).

B. The Supreme Court of the United States Has Not Held that IGRA Limits State Court Jurisdiction Over Personal Injury Suits to Injuries Resulting from Gaming Activities

Defendants argue that Mr. Rader's injury was not directly related to gambling and suit cannot be brought in state court. [**AB14-16**] Defendants broadly contend that the reasoning of the Supreme Court of the United States in *Michigan v. Bay Mills Indian Cmty.*, 572 U.S. 782 (2014) ("*Bay Mills*") requires a conclusion that patron's injuries must result directly from gambling for jurisdiction-shifting to be authorized. [**AB14**] As noted in the *Brief in Chief* (the "BIC"), the *Bay Mills* Court addressed a different portion of IGRA and had to define what "class III gaming activity" was in order to determine whether "class III gaming activity" included off-Indian-land administrative activity. 572 U.S. at 785-86, 791-92. [**BIC10-11**] The *Bay Mills* holding and reasoning do not encompass all aspects of IGRA gaming compacts or suggest that casino visitor's injuries must be directly related to gambling. The *Bay Mills* holding does not address whether casino visitors' safety is encompassed within laws and regulations that are "directly related to, and necessary

for, the licensing and regulation" of gambling. 25 U.S.C. § 2710(d)(3)(C)(i),(ii). Section 2710(d)(3)(C)(i) and (ii), by their terms, expect that states and tribes will negotiate about more than "the playing of class III gambling itself," because those sections allow for the application of additional laws to matters exceeding actual gaming activities: laws and regulations that directly relate to or are necessary for the licensing and regulating of gambling.

The application of Section 2710(d)(3)(C) to exclude anything other gambling was not "the initial and essential aspect of [the *Bay Mills* Court's] reasoning," as Defendants argue. [**AB15-16**] The *Bay Mills* decision references Section 2710(d)(3)(C) twice. 582, U.S. at 785, 792. Both references reinforce the Court's determination that "gaming activity" means "gambling." *Id.* Neither of the references to Section 2710(d)(3)(C) explain the meaning or limits of "directly related to, and necessary for, the licensing and regulation" of gambling.

The *Bay Mills* decision notwithstanding, visitors' personal injury suits remain "directly relate[d] to, and necessary for, the licensing and regulation" of gambling, as held by the New Mexico Supreme Court in *Doe*. The *Doe* Court was "persuaded that Congress intended the compacting provision of IGRA to allow the states and the tribes broad latitude to negotiate regulatory issues," including visitor's personal injury suits. *Id.* ¶¶45,47. The decision of the New Mexico Supreme Court in *Doe*

was not narrowed or limited by *Bay Mills*, and the district court had jurisdiction to hear the Raders' claims.

C. The Raders Sufficiently Pleaded Jurisdictional Facts to Establish that Mr. Rader Was a Visitor to A Gaming Facility and They Should Have Had An Opportunity for Further Discovery

Section 8 explains provides a waiver of sovereign immunity for visitors to gaming facilities who suffer bodily injury by the conduct of a Gaming Enterprise. **[RP040]** Defendants maintain that Mr. Rader failed to establish that he is a Gaming Facility visitor, because (1) the Compact only covers patrons and casino employees; (2) *Bay Mills* requires the visitor's purpose to be directly related to gambling; (3) Mr. Rader did not establish the loading dock or lights were part of a Gaming Enterprise or a Gaming Facility; and, (4) the additional discovery requested would not have resolved the jurisdictional fact questions.

This Court should reject these arguments. Neither the Compact nor federal law require an injured visitor to have a gambling purpose; the allegations were sufficient to withstand the challenge to the pleadings and Defendants' evidence did not contradict those allegations; and, the requested discovery was designed to refute the evidence Defendants presented to support the summary judgment motion.

1. Mr. Rader was A Visitor Pursuant to Section 8 of the Compact

Defendant argues first that because Mr. Rader worked for a vendor and had a business purpose for visiting the casino, he was not a "visitor" under the Compact.

[**AB19-20**] Pursuant to New Mexico law, Mr. Rader was a visitor to the casino and his claims were contemplated by Section 8 of the Compact. As explained in the *BIC*, at the time the Compact was negotiated, New Mexico law had long broadly defined the term "visitor" to eliminate distinctions between different types of invitees, and the parties agreed to apply New Mexico law to substantive claims under Section 8. [**BIC17-19**] New Mexico law further acknowledges, contrary to Defendants' argument [**AB19-20**] that "visitors" under the Compact include both patrons and guests. *Guzman*, 2009-NMCA-116, ¶18. As the Raders argued in their *BIC*, [**BIC14-16**] although the Compact does not waive sovereign immunity for business entities to sue a tribe for a breach of contract, *see R&R Deli, Inc. v. Santa Ana Star Casino*, 2006-NMCA-020, ¶¶ 21-22, 25, 139 N.M. 85 ("*R&R*"), a casino employee may bring a claim as a visitor under the Compact—"as a person lawfully on the premises with the permission of the casino"—against the casino for injuries the employee suffered after clocking out of work. *Guzman*, 2009-NMCA-116, ¶¶ 3, 23.

Defendants contend that *Guzman* does not assist the Raders, because the *Guzman* decedent was a casino employee who had injuries that "might be covered by the Compact" under a different section pertaining to employees. [**AB21**] The *Guzman* Court explicitly held that "to the extent that their claims for wrongful death fall outside the Worker's Compensation Act, their claims fall within the waiver." *Id.*

¶¶22-23. The fact of the *Guzman* decedent's casino employment was not a deciding factor to determine whether he was a visitor under the Compact. *See id.* ¶ 23.

Further, the protections under the Compact for employees highlight the broader protections for visitors. Defendants maintain that because Section 4 of the Compact specifically protects patrons and employees, Section 8 should be narrowly construed to protect only patrons and employees. [**AB20-21**] Section 4, titled "Conduct of Class III Gaming," states that the Tribe will "provide for the physical safety of patrons" and "personnel in any Gaming Facility." [**RP037**] Section 8 is titled the "Protection of Visitors" and states "[t]he safety and protection of visitors to a Gaming Facility is a priority of the Tribe, and it is the purpose of this Section to assure that *any such persons* who suffer bodily injury or property damage proximately caused by the conduct of the Gaming Enterprise have an effective remedy for obtaining fair and just compensation." [**RP049(emphasis added)**] The rest of Section 8 similarly refers to "visitors" and not "patrons." [**RP049-50**] Section 4 relates to the conduct of class III gaming, while Section 8 extends broader protections to all visitors to Gaming Facilities, without reference to the visitor's purpose.

Mr. Rader is more like the casino employee in *Guzman (*as a person capable of injury with no established bargaining power with the tribe or his employer) than

the *R&R* restaurant. **[BIC14-16]** Because Mr. Rader was a visitor under the Compact, sovereign immunity was waived by the Compact.

2. Federal Law Does Not Require a Visitor to Have A Gaming Purpose

Defendants next contend that federal law "implies" that visitors making deliveries are not included under Section 8, because jurisdiction-shifting is dependent on "a direct nexus to gambling," and Defendants maintain that deliveries are not "directly related to gambling." **[AB22]** As argued above and in the *Brief in Chief*, IGRA permits the regulation of more than just gaming conduct but also the application of state laws and regulations that are "directly related to and necessary for the licensing and regulation of" gaming activity. Section 2710(d)(3)(C)(i),(ii). **[BIC7-13]** The *Doe* Court explained that the application of state tort law is directly related to and necessary for the licensing and regulating of gaming activity. 2007-NMSC-008, ¶¶ 39-41. The next question, who constitutes a "visitor" under Section 8, is a question of contract interpretation and the application of New Mexico law to interpreting the contract.

If, however, the injured person must establish a purpose for visiting that is directly related to or necessary for the regulation of gambling, Mr. Rader has complied. Deliveries of products that provide for the safety of casino patrons is "directly related to or necessary for the regulation of" gambling. The *Doe* Court explained that "[p]ersonal injury law is meant, in part, to expose weaknesses in

safety procedures and protect the public from safety hazards. Tort suits are thus related to gaming activity in helping ensure that gaming patrons are not exposed to unwarranted dangers, something that inures to the benefit of the Tribes." *Id.* ¶ 39 (internal citations omitted).[1] Lights for the parking lot are a safety measure, designed to protect the public, and Mr. Rader's delivery of parking lot lights was directly related to the safety of gaming patrons.

3. The Raders Sufficiently Alleged that the Loading Dock and Lights Were A Part of the Gaming Facility

Defendants last maintain that the Raders failed to sufficiently allege that the loading dock or the lights were part of the Gaming Facility. [**AB22**] Defendants specifically argue that Mr. Rader's "allegation of hitting his head on a loading dock garage door, does not establish an expressly and equivocally covered injury given Defendants' submitted declaration that BTI's casino 'does not include any receiving area with a garage-type door'[.]" [**AB22(citations omitted)**] Further, Defendants contend additional discovery into the relationships between the defendant entities did not "implicate the merits" and would not have established jurisdiction. [**AB23**]

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[1]The *Doe* Court uses both the term "visitor" and "patron" seemingly interchangeably. *Doe* involved, in part, the abduction and sexual assault of a 15-year-old girl from a casino parking lot. Because the girl was under 21 and could not have been at the casino to gamble, [***see* RP038**], she must have been present as a visitor, rather than a patron.

The Raders alleged that "[t]he lights purchased by Buffalo Thunder, Inc. were and are a part of the Gaming Enterprise and Gaming Facility as defined in the Pueblo's contract with the State of New Mexico which permits the Pueblo to operate the casino and business known as Buffalo Thunder Resort and Casino." **[RP060]** The complaint further alleges that Mr. Rader was at Buffalo Thunder and Resort to deliver lights purchased by Buffalo Thunder Inc., and he

> was moving in and out of the receiving area of Buffalo Thunder in the course of that work when he exited a large electric garage-type door. As he attempted to re-enter the receiving area a Buffalo Thunder employee unexpectedly and suddenly lowered the door, causing Sage to strike the door with his head with such force that he was rendered unconscious, causing him severe injuries, including but not limited to severe head and spinal injuries.

[RP061(internal numbering omitted)] The complaint states that Buffalo Thunder Inc. purchased the lights; the lights were part of the Gaming Enterprise and Gaming Facility; the Compact permits the Pueblo to operate the Buffalo Thunder Resort and Casino; Mr. Rader was at Buffalo Thunder to deliver the lights; and, he was injured by a loading dock door at Buffalo Thunder by an employee. It is a reasonable inference that because the lights were to be part of the Gaming Facility (as alleged), the lights were delivered to the Gaming Facility or that Mr. Rader was invited to the Gaming Facility to deliver the lights. As such, Mr. Rader sufficiently pleaded that he was a visitor to a Gaming Facility when he was injured. This pleading that communicates that Mr. Rader was a visitor to a Gaming Facility is sufficient to give

Defendants "a fair idea of the nature of the claim asserted against them sufficient to apprise them of the general basis of the claim[.]" *Mendoza v. Tamaya Enters.*, 2011-NMSC-030, ¶16, 150 N.M. 258 (citing and quoting *Petty v. Bank of N.M. Holding Co.*, 1990-NMSC-021, ¶7, 109 N.M. 524). The complaint should therefore not have been dismissed.

Defendants provided declarations to establish, in part, that the casino was "physically distinct" from other parts of the resort and had no garage door. **[RP028-33]** The parties dispute whether the district court should have relied on Defendants' declarations. The district court's order indicates that it did not, and decided the issue based only on the allegations. As explained in the *BIC*, the district court may sometimes consider evidence to decide jurisdictional factual challenges without converting the motion to a motion for summary judgment. *South v. Lujan*, 2014-NMCA-109, ¶9, 336 P.3d 1000. **[BIC5-6]** In this case, however, the jurisdictional facts "intertwine with the merits of the case," and the district court should therefore have decided the motion entirely on the allegations or converted the motion to a summary judgment motion. *South*, 2014-NMCA-109, ¶9; *R&R*, 2006-NMCA-020, ¶2. **[BIC6,21-22]** The Raders explained above why the allegations were sufficient, but if the motion was converted to summary judgment, Defendants declarations failed to establish a material dispute of fact about jurisdiction. *See* Rule 1-056(B), (C); *Lexington Ins. Co. v. Rummel*, 1997-NMSC-043, ¶9, 123 N.M. 774. **[BIC6,22-**

23] Defendants' declarations did not sufficiently refute allegations, the discovery the Raders requested would have explored the very subject at issue, and the district court should not have dismissed the complaint.

One declaration separates the "Buffalo Thunder Resort®" from the "physically distinct casino" and states the "casino . . . does not include any receiving area with a garage-type door." **[RP 033]** The implication is that the garage door is not in the casino but in the "physically distinct" Buffalo Thunder Resort® building. The declaration does not, however, actually state that the casino is in a separate building nor does it explain what "physically distinct" means. The declaration further does not refute the allegation that the lights were to be made a part of the Gaming Facility or that BTI, a Gaming Enterprise, ordered lights to become part of the Gaming Facility. Even considering the declarations, the district court could reasonably infer that a Gaming Enterprise ordered lights for the Gaming Facility and caused them to be delivered to the Gaming Facility.

At the level of detail—pertaining to ownership—that Defendants challenge the pleadings, it was reasonable for Mr. Rader to request discovery about which entity owns which portion of the property. If Mr. Rader's allegations were insufficient, additional discovery would have shed light on which buildings were operated and managed by which entity. The district court should therefore have granted Mr. Rader the opportunity for discovery to defend the motion to dismiss.

III. CONCLUSION

The allegations were sufficient to establish that: Mr. Rader was a visitor to a Gaming Facility under the Compact; the Compact remains an unequivocal waiver of sovereign immunity; and, the facts asserted in the declarations do not refute the district court's jurisdiction. Alternatively, the district court should have permitted additional limited discovery. This Court should reverse the district court's dismissal and remand for further proceedings.

Respectfully Submitted,
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CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of December, 2018, a copy of the foregoing document was filed electronically and served via the Odyssey system to counsel of record, including:

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CERTIFICATE OF COMPLIANCE

I CERTIFY that this brief uses proportionally-spaced type style (Times New Roman), contains 4231 words in the body of the brief as defined by Rule 12-213(F)(1) NMRA, and complies with the type limitation set forth in 12-213(F)(3) NMRA. The word count set forth was obtained from the word processing program Microsoft Word 2016.

/s/ Katherine Wray
Katherine Wray