National Indian Gaming Commission

SETTLEMENT AGREEMENT
SA-08-19

INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the Torres Martinez Band of Desert Cahuilla Indians (Tribe or Respondent), a federally-recognized Indian tribe, and the Chairman of the National Indian Gaming Commission (NIGC Chairman), relating to the matter contained in the NIGC Chairman's Notice of Violation No. NOV-08-19.

RECITALS

1. Whereas, the Indian Gaming Regulatory Act (IGRA) authorizes the NIGC Chairman to issue civil fines for violations of the IGRA, National Indian Gaming Commission (NIGC) regulations, or tribal regulations, ordinances, or resolutions approved by the NIGC Chairman under 25 U.S.C. §§ 2710, 2712. 25 U.S.C. § 2713(a)(1).

2. Whereas, under the regulations of the NIGC, 25 C.F.R. § 573.3(a), the NIGC Chairman may issue a Notice of Violation (NOV) to any person for violations of any provision of the IGRA, NIGC regulations, or any provision of a tribal gaming ordinance or resolution approved by the Chairman.

3. Whereas, on August 21, 2008, the NIGC Chairman issued NOV-08-19 for the Tribe's failure to submit an independent audit report within 120 days after the end of the gaming operation's fiscal year.

4. Whereas, the NIGC Chairman and the Tribe desire to achieve an amicable resolution of Notice of Violation No. NOV-08-19.

5. Therefore, the Chairman and the Tribe have agreed to execute this Agreement and perform in accordance with the following covenants and conditions:

TERMS OF SETTLEMENT

6. This Agreement is entered into pursuant to 25 C.F.R. § 575.6(b) and shall be effective upon the date that it is signed by the last party to sign this Agreement (Effective Date).

7. The Tribe agrees that it was required to submit a timely audit report to the NIGC for Torres Martinez Gaming Corporation d/b/a Red Earth Casino for the fiscal year ended December 31, 2007.

8. The Tribe agrees that it submitted the audit report for Torres Martinez Gaming Corporation d/b/a Red Earth Casino for the fiscal year ended December 31, 2007 to the NIGC in an untimely fashion.

9. The Tribe agrees that the failure to submit an annual independent audit report for its gaming operation in a timely fashion is a violation NIGC regulations.

10. The Tribe agrees to pay a civil fine of three thousand dollars ($3,000), made payable to the U.S. Treasury and delivered to the NIGC. One thousand five hundred ($1,500) of the fine shall be due within thirty (30) days after the Effective Date.

11. The remaining one thousand five hundred ($1,500) will be suspended pending timely submission of the Fiscal Year 2008 audit report. If the Tribe fails to timely submit the FY 08 audit, one thousand five hundred ($1,500) will become payable thirty (30) days from the date the audit report was due.

12. By entering this Agreement, the NIGC Chairman agrees to waive his right to impose any additional civil fine or a closure order against the Tribe for the matters addressed in NOV-08-19, provided that if the Tribe fails to comply with this Agreement, the NIGC Chairman may issue a proposed civil fine to resolve the Tribe's violation and/or breach of this Agreement.

13. The Tribe agrees upon execution of this Agreement to waive the right to further review of matters addressed in this Agreement, including all rights to appeal to the full Commission as set forth in 25 C.F.R. Part 577 and judicial review pursuant to 25 U.S.C. § 2714.

ADDITIONAL COVENANTS

14. This Agreement constitutes the entire agreement between the NIGC Chairman and the Tribe relating to the enforcement matter set forth at the beginning of this Agreement. Any modification or waiver of any term of this Agreement must be in writing and signed by both parties.

15. The Tribe agrees that this Agreement shall be deemed to be the subject of a final order of the NIGC under 25 C.F.R. § 575.4(c)(1) and a final agency action pursuant to 25 C.F.R. § 577.9(d).

16. The NIGC Chairman and the Tribe expressly agree and acknowledge that time is of the essence in this Agreement. The recitals herein shall be binding upon the parties, their agents, heirs, personal representatives, successors and assigns.

17. The parties agree that after the Effective Date, this Agreement shall be a public document and may be published or disclosed by either party.

18. This Agreement may be executed on one or more counterparts and each shall constitute an original. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for purpose of the Agreement.

Torres Martinez Band of Desert Cahuilla Indians

Raymond Torres, Chairman

Date: 9-22-08

National Indian Gaming Commission

Philip N. Hogen, Chairman

Date: 9/25/08