National Indian Gaming Commission

SETTLEMENT AGREEMENT
SA-2009-09

INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the Stillaguamish Tribe (Tribe), a federally-recognized Indian tribe, located in Arlington, Washington, 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-09-09.

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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, the NIGC Chairman and the Tribe desire to achieve an amicable resolution of Notice of Violation No. NOV-09-09.

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

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TERMS OF SETTLEMENT

5. 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).

6. The Tribe admits that its gaming operation, Angel of the Winds Casino, was operating during all or part of 2007 and 2008.

7. The Tribe agrees that it was required to submit timely quarterly statements and fee payments to the NIGC for each quarter of 2008.

8. The Tribe agrees that the failure to timely submit any one of the quarterly statements and fees for 2008 for its gaming operation would be a violation of NIGC regulations.

9. The Tribe admits that it failed to submit a timely quarterly statement and fees for one quarter of 2008, i.e., the last quarter ending December 31, 2008.

10. The NIGC agrees that the Tribe has not been late with the submission of fees except for the last quarter of 2008, ending December 31, 2008. The payment was submitted on January 28, 2009, 28 days late.

11. Even if not specifically mentioned herein, the parties agree that this settlement agreement resolves all matters set forth in NOV-09-09 to the extent outlined in paragraph 14 of this Agreement.

12. The Tribe agrees to pay a civil fine of two thousand dollars ($2,000) made payable to the U.S. Treasury and delivered to the NIGC. One thousand dollars ($1,000) of the fine shall be due within thirty (30) days after the Effective Date of this Agreement.

13. The remaining one thousand dollars ($1,000) will be suspended pending the following:

    a. The suspended amount to be forgiven for timely submission of the quarterly statement and fees for the quarter ending June 30, 2009. If that statement is not submitted timely, i.e., on or before June 30, 2009, the remaining fine will come due within 30 days.

14. 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-09-09, 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 or breach of this Agreement.

15. 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

16. 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.

17. 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).

18. 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.

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

20. 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.

Stillaguamish Tribe	National Indian Gaming Commission
Shawn Yannity, Chairman	Philip N. Hogen, Chairman
Date: 5-11-09	Date: