LA POSTA
BAND OF MISSION INDIANS
Post Office Box 1120
Boulevard, California 91905
(619) 478-2113 • Fax (619) 478-2125

50409-1

National Indian Gaming Commission

SETTLEMENT AGREEMENT
SA-09-13

INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the La Posta Band of Mission Indians (Tribe), 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-09-13.

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 March 30, 2009, the NIGC Chairman issued Notice of Violation No. NOV-09-13 for the Tribe's failure to submit timely quarterly statements and fees for the first, second, and third quarters of calendar year 2008.

4. Whereas, the NIGC Chairman and the Tribe desire to achieve an amicable resolution of Notice of Violation No. NOV-09-13.

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

Gwendolyn Parada/Chairperson • **David La Chappa**/Vice Chaiperson • **James Hill Sr.**/Secretary/Treasurer
Richard Estrada/Council Member • **Victor Estrada**/Council Member

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 timely quarterly statements and fee payments to the NIGC for La Posta Casino for the calendar year 2008.

8. The Tribe agrees that it submitted the quarterly statement and fee payment for La Posta Casino for the calendar year 2008 to the NIGC in an untimely fashion.

9. The Tribe agrees that the failure to submit quarterly statements and fee payments for its gaming operation in a timely fashion is a violation of NIGC regulations.

10. The Tribe agrees to pay a civil fine of ten thousand five hundred dollars ($10,500), three thousand five hundred dollars ($3,500) of which shall be due within thirty (30) days after the Effective Date of this Agreement. The fine amount shall be made payable to the United States Treasury and delivered to the NIGC, 1441 L St., NW, Suite 9100, Washington, DC 20005.

11. The remaining seven thousand dollars ($7,000) will be suspended pending the following:

    a. The suspended amount of seven thousand dollars ($7,000) will be forgiven if the NIGC receives all quarterly statements and fee payments due for the quarter ending on June 30, 2009. If the quarterly statement or fee payment is not submitted in a timely manner, seven thousand dollars ($7,000) will become payable 30 days after the delinquent quarterly statement or fee payment was due.

12. Additionally, the Tribe agrees that three thousand five hundred dollars ($3,500) shall forthwith be donated by the Tribe to the La Posta Band of Mission Indians Educational Scholarship Fund. Proof of donation shall be submitted within 30 days after the Effective Date of this agreement to the NIGC, 1441 L St., NW, Suite 9100, Washington, DC 20005.

13. 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 Notice of Violation No. NOV-09-13, 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.

14. 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

15. 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.

16. 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).

17. 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.

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

19. 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.

La Posta Band of Mission Indians

Gwendolyn Perada, Chairperson

Date:

National Indian Gaming Commission

Philip N. Hogen, Chairman

Date: 5/5/09