National Indian Gaming Commission

SETTLEMENT AGREEMENT
SA-09-28

INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the Eastern Shawnee Tribe of Oklahoma (Tribe or Tribes), 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-09-28.

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 May 15, 2009, the NIGC Chairman issued NOV-09-28 for the Tribe's failure to submit timely quarterly statements and fees for the quarters ending March 31, June 30, and September 30 of calendar year 2008.

4. Whereas, the NIGC Chairman and the Tribe desire to achieve an amicable resolution of Notice of Violation No. NOV-09-28.

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 timely quarterly statements and fee payments to the NIGC for Bordertown Bingo and Casino for the calendar year 2008.

8. The Tribe agrees that it submitted the quarterly statements and fee payments for Bordertown Bingo and Casino fees for the quarters ending March 31, June 30, and September 30 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(s) in a timely fashion violates NIGC regulations.

10. The Tribe agrees to pay a civil fine of fourteen thousand dollars ($14,000), made payable to the **U.S. Treasury** and delivered to the NIGC. Seven thousand dollars ($7,000) of the fine shall be due within thirty (30) days after the Effective Date of this Agreement.

11. The remaining seven thousand dollars ($7,000) will be suspended pending the NIGC's timely receipt of the quarterly statement and fee payment due for the quarter ending on June 30, 2009 by June 30, 2009. If either 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 to place three thousand dollars ($3,000) in a training fund for the purposes of training its Casino finance staff and to comply with paragraphs 15 through 21 of this agreement to that end.

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 NOV-09-28, 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.

USE OF TRAINING FUND

15. As set forth in paragraph 12 of this Agreement, the Tribe agrees to place three thousand dollars ($3,000) in a fund and to submit documentation of its creation to NIGC within thirty (30) days of the effective date of this agreement.

16. The Tribe agrees that the fund created through this Agreement will be restricted to use only for training employees of the Bordertown Bingo and Casino.

17. The Tribe agrees that it will develop a training plan to use all the monies in the fund and that it will submit the plan to NIGC by June 30, 2009.

18. The Tribe agrees to submit documentation for each dollar spent on training, up to three thousand dollars ($3,000) as set forth of paragraph 12 of this Agreement, to the NIGC within fourteen (14) days of incurring the expense, and that if it does not submit proper documentation to NIGC, it may not use monies from the training fund to pay the expense.

19. The Tribe agrees that all training paid for with monies from this fund must be completed no later than December 31, 2009 and that the Tribe will expend the entire three thousand dollars ($3,000) on training by that date.

20. The Tribe further agrees that it will properly spend and submit appropriate documentation to NIGC for all training fund dollars by January 14, 2010, as set forth in paragraphs 17, 18, 19, and 20 of this Agreement.

ADDITIONAL COVENANTS

21. 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.

22. 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).

23. 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.

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

25. 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.

Eastern Shawnee Tribe of Oklahoma

Glenna J. Wallace

Glenna Wallace, Chief

Date: 5-27-09

National Indian Gaming Commission

Philip N. Hogen, Chairman

Date: 5/27/09