

NATIONAL INDIAN GAMING COMMISSION

SETTLEMENT AGREEMENT

SA-19-01

This settlement agreement (Agreement) is entered into by and between the Soboba Band of Luiseño Indians (Tribe) and the Chairman of the National Indian Gaming Commission (NIGC) to resolve issues related to Notice of Violation 19-01 (NOV-19-01).

I. RECITALS

1. The Indian Gaming Regulatory Act (IGRA), 25 U.S.C. § 2701 *et seq.*, and NIGC regulations, 25 C.F.R. § 575.4 authorize the Chairman to issue civil fines not to exceed \$52,596 per violation against a tribe for violations of IGRA, NIGC regulations, or tribal gaming ordinances approved by the Chairman.
2. Pursuant to 25 C.F.R. § 575.4(a)(2), if a violation continues for more than one day, the Chairman may treat each daily illegal act or omission as a separate violation.
3. IGRA requires tribes to issue a separate license for each place, facility, or location on Indian lands at which gaming is conducted. 25 U.S.C. § 2710(b)(1).
4. NIGC regulations define “facility license” as the license issued by a tribe to each place, facility, or location on Indian lands where the tribe elects to allow class II or III gaming. 25 C.F.R. § 502.23.
5. NIGC regulations require tribes to submit to the Chairman notice (Facility License Notice) that a facility license is under consideration for issuance at 120 days before opening any new place, facility, or location on Indian lands where class II or III gaming will occur. 25 C.F.R. § 559.2(a).
6. On January 28, 2019, the Tribe submitted a Facility License Notice for the Soboba Casino Resort, a new gaming facility located in San Jacinto, California.
7. On February 20, 2019, twenty-three days after submitting the Facility License Notice, the Tribe opened the Soboba Casino Resort and conducted gaming within the facility.
8. On April 9, 2019, the Chairman issued NOV-19-01 to the Tribe for failure to provide the Facility License Notice at least 120 days before opening the Soboba Casino Resort.

9. On April 22, 2019, pursuant to 25 C.F.R. § 575.5(a), the Tribe submitted written information about the violation to the Chairman.
10. The Chairman and the Tribe desire to resolve the issues related to NOV-19-01.
11. Therefore, the Chairman and the Tribe have agreed to execute this Agreement and perform in accordance with its terms.

II. STIPULATIONS

1. Although the Tribe neither operates nor intends to operate class II gaming in the Soboba Casino Resort, for the purpose of resolving the issues related to NOV-19-01, the Tribe does not contest the NIGC's jurisdiction to issue a civil fine assessment pursuant to 25 C.F.R. part 575.
2. The Tribe admits that it opened the Soboba Casino Resort and conducted gaming within the facility 23 days after submitting the Facility License Notice.
3. The Tribe acknowledges that NIGC regulations required the Tribe to submit the Facility License Notice at least 97 days earlier.
4. The Tribe acknowledges that the total civil fine that could potentially be assessed against the Tribe for the violations described in NOV-19-01 is \$5,101,812 (97 days multiplied by the daily maximum fine amount of \$52,596).

III. TERMS OF SETTLEMENT

1. Having carefully reviewed all information about the violation, the Chairman agrees to accept, and the Tribe agrees to pay, a civil fine in the amount of \$26,298.
2. The Tribe shall pay the civil fine within 30 days of receipt of a fully executed copy of this Agreement from the Chairman, or the Chairman's designee. The civil fine must be payable to the U.S. Treasury, and shall be delivered to the NIGC at 1849 C Street, N.W., Mail Stop #1621, Washington, D.C. 20240.
3. The Chairman waives the right to impose any further civil fine against the Tribe relating to the violation described in NOV-19-01.
4. The Tribe waives all rights to pursue an appeal of NOV-19-01 before the Commission, waives all rights to pursue an appeal to a presiding official, and waives all rights to judicial review of such proceedings.
5. The Tribe waives all rights to pursue administrative or judicial review of this Agreement.

IV. TERM OF THE AGREEMENT

This Agreement shall terminate upon the fulfillment of all terms listed in Article III.

V. ADDITIONAL COVENANTS

1. This Agreement shall become effective on the date it is signed by all parties.
2. This Agreement shall be deemed a final order of the Commission and a final agency action pursuant to 25 C.F.R. § 573.5(b).
3. This Agreement does not prevent the Chairman from issuing notices of violation and other enforcement actions for other violations of IGRA, NIGC regulations, and/or the Tribe's gaming ordinance.
4. This Agreement constitutes the entire agreement between the Chairman and the Tribe relating to NOV-19-01. Any modification or waiver of any term of this Agreement, including modification or waiver of term, must be in writing and signed by the parties.
5. The Chairman and the Tribe expressly agree and acknowledge that time is of the essence in this Agreement. The recitals herein and set above shall be binding upon the parties, their agents, heirs, personal representatives, successors and assigns.
6. This Agreement may be executed in one 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.

For the Soboba Band of Luiseño Indians:

By: Scott Cozart
Scott Cozart
Chairman, Soboba Band of Luiseño Indians

Date: 5/7/19

For the National Indian Gaming Commission:

By: Jonodev O. Chaudhuri
Jonodev O. Chaudhuri
Chairman, National Indian Gaming Commission

Date: 5/8/19