
NATIONAL INDIAN GAMING COMMISSION

SETTLEMENT AGREEMENT

SA-24-01

Introduction

Pursuant to 25 C.F.R. § 573.5(b) and § 584.10(d), Sharon M. Avery, Acting Chairwoman of the National Indian Gaming Commission (NIGC Chair), and the Alabama-Coushatta Tribe of Texas (Tribe), a federally recognized Indian tribe, enter into this Settlement Agreement (Agreement) completely resolving Notice of Violation, NOV-24-01. The NIGC Chair's assent to this Agreement's terms reflect the Tribe's good faith efforts and cooperation. In developing this Agreement, the parties appreciate the commitment each makes toward ensuring that the Tribe's gaming operations are fully compliant with the Indian Gaming Regulatory Act (IGRA). This Agreement is final agency action.

Recitals

- 1) Whereas, pursuant to the IGRA and NIGC regulations, the NIGC Chair may issue a Notice of Violation (NOV) to any person for violation(s) of any provision of IGRA, NIGC regulations, or any provision of a tribal gaming ordinance or resolution approved by the Chair.¹
- 2) Whereas, the IGRA, 25 U.S.C. § 2713(a)(1), authorizes the NIGC Chair to issue civil fines for violations of the statute, NIGC regulations, or tribal regulations, ordinances, or resolutions approved by the NIGC Chair under 25 U.S.C. § 2710.
- 3) Whereas, on September 5, 2024, the NIGC Chair issued NOV-24-01 to the Tribe for violating the IGRA, NIGC regulations, and its own Class II gaming ordinance by failing to submit fiscal year 2022 and 2023 audited financial statements (AFS) for its gaming operation.
- 4) Whereas, on September 16, 2024, the Tribe submitted its Notice of Appeal of NOV-24-01.
- 5) Whereas, the NIGC Chair and the Tribe desire to resolve NOV-24-01 without undertaking the burdens, costs, risks and uncertainties associated with formal administrative and judicial proceedings. The Tribe has made great efforts to quickly come into statutory and regulatory compliance by submitting and receiving Chair approval of a new ordinance; submitting an executed CHRI MOU; proactively interacting with NIGC staff as to compliance matters; and submitting fees. Moreover, the Tribe's dedication to compliance is demonstrated by its excellent

¹ 25 U.S.C. § 2713; 25 C.F.R. § 573.3.

training efforts and records; maintenance of a fully functioning and funded Tribal Gaming Regulatory Authority (TGRA), with newly added regulatory experts; and maintenance of tribal internal controls and systems of internal controls (TICS & SICS).

- 6) Therefore, the NIGC Chair and the Tribe agree to execute this Agreement and to perform in accordance with the following covenants and conditions:

Terms of Settlement

NIGC Jurisdiction

- 7) The NIGC has jurisdiction over the Tribe's gaming activities on its Indian lands. In an October 19, 2022, letter to the Tribe, former NIGC General Counsel Hoenig explained such position, providing legal analysis. As NIGC Chair, I formally adopt this position and its legal analysis. The letter is attached as **Exhibit A**.
- 8) IGRA and NIGC regulations classify games as Class I, II, and III.² Under IGRA and NIGC regulations, bingo is classified as a Class II game.³
- 9) In the U.S. Supreme Court *Ysleta del Sur v. Texas* decision, it noted as to bingo in Texas that:

The State concedes that its laws do not forbid, prevent, effectively stop, or make bingo impossible. Instead, the State admits that it allows the game subject to fixed rules about the time, place, and manner in which it may be conducted. See Brief for Respondent 5. From this alone, it would seem to follow that Texas's laws fall on the regulatory rather than prohibitory side of the line—and thus may not be applied on tribal lands under the terms of subsection (b).⁴

- 10) A U.S. District Court in Texas has held similarly:

[B]ingo is not *per se* prohibited by Texas law. The Court finds that the evidence presented at the bench trial shows that the Tribe is in fact conducting bingo on its land. The dispute therefore turns on whether the State can bar the Tribe's bingo activities under the Texas regulatory framework governing bingo. The Court finds that because the State regulates bingo gaming, that gaming activity is not "prohibited by the laws of the State of Texas" within the meaning of Section 207(a) of the Restoration Act. Section 207(b) of the Restoration Act further emphasizes that nothing in the Restoration Act should be construed as a grant of regulatory jurisdiction to the State over the Tribe's present bingo activities through civil or criminal means. *See* Pub. Law 100-89, § 207. The Court therefore concludes, based on the evidence presented, that the Tribe's bingo

² 25 U.S.C. §§ 2703(6), (7) and (8); 25 C.F.R. §§ 502.2, 502.3 and 502.4.

³ 25 U.S.C. § 2703(7)(A)(i); 25 C.F.R. § 502.3(a).

⁴ *Ysleta Del Sur Pueblo v. Texas*, 596 U.S. 685, 697 (2022).

gaming activities conducted at Naskila are not subject to the State's restrictions governing bingo unless and until the State of Texas prohibits that gaming activity by law outright, as it has done with other gaming activities. The Restoration Act only prohibits on the Tribe's lands those gaming activities that are 'prohibited'—not regulated—by the laws of the State of Texas. Accordingly, the Tribe's bingo gaming is not subject to the laws of the State of Texas unless and until the State of Texas prohibits that gaming activity outright.⁵

The appeal of this decision was withdrawn.

- 11) In sum, NIGC regulates under IGRA the Tribe's permissive gaming activities. This includes the regulation of bingo as it is defined by the NIGC, and as operated nationwide under NIGC regulations.

Agreement and obligations of the Parties

- 12) Pursuant to NIGC regulations, 25 C.F.R. §§ 573.5(b) and 584.10(d), this Agreement is entered into by the NIGC Chair and by the Tribe through a duly authorized tribal official. This Agreement shall be effective upon the date that it is signed by the last party to sign this Agreement (Effective Date).
- 13) The Tribe admits that the NIGC possesses jurisdiction over this action and its permissive gaming activities, and the NIGC Chair has authority to levy and collect civil fines for statutory, regulatory, and ordinance violations.⁶
- 14) The Tribe admits that IGRA and NIGC regulations mandate the undertaking and submission of annual audited financial statements.⁷
- 15) Although the Tribe believes that it had a good-faith basis for doing so, the Tribe admits its failure to timely submit fiscal year 2022 and 2023 annual audited financial statements for its gaming operation.
- 16) The NIGC Chair acknowledges that prior to the execution of this Agreement the Tribe took proactive steps by submitting its fiscal years 2022 and 2023 annual audited financial statements.
- 17) While the submission of the overdue annual audited financial statements represents good faith efforts to align itself with NOV-24-01's directive in paragraph six (6), the following additional actions detailed in paragraphs 18 through 25 are required of the Tribe and its regulatory authority.

⁶ 25 U.S.C. § 2713(a)(1).

⁷ 25 U.S.C. § 2710(b)(2)(C); 25 C.F.R. §§ 571.12(b) and 571.13(a).

18) The Tribe agrees that over the course of one (1) year beginning on the Effective Date, the casino's upper management team⁸ and the Tribal gaming regulatory authority staff will attend (in-person or virtually) from the following NIGC training sessions:⁹

- (a) Regulating to Prevent IGRA Violations;
- (b) Value of Internal Control Systems;
- (c) Misuses of Gaming Revenue;
- (d) Key Employee and Primary Management Official Classification Guide (25 C.F.R. §§ 502.10, 502.14, 502.19);
- (e) Tribal Background Investigations and Licensing;
- (f) Criminal History Record Information (CHRI) and Compliance with 25 C.F.R. Part 558.3(e);
- (g) CJIS Fundamentals: Electronic Fingerprinting Submission;
- (h) LASO Handbook;
- (i) Tribal Gaming Ordinance (25 C.F.R. Part 552); and
- (j) Small and Charitable Gaming (25 C.F.R. Part 543.4).

Additionally, tribal leadership¹⁰ will attend (in-person or virtually) over one (1) year beginning on the Effective Date, two NIGC training sessions at tribal leadership's selection.

At the end of the one-year periods, the Tribe agrees to submit reports to the NIGC Region Office on this training activity. These reports will include an appendix of documents stating the title and subject matter of the training and the specific officers, employees, and staff in attendance and their job titles. If the NIGC Region Office has any concerns regarding the training, it will provide the Tribe with its concerns in writing. All of the training listed above is offered virtually on the NIGC's website's video library and CAU recorded training sessions as well as in the NIGC Training Course Catalog.¹¹

Should any of the recommended training sessions not be available during the one-year period, the training requirement is extended for up to six months and allow for the sessions to become available. If at the end of the six-month period the training session is still unavailable, then the requirement to attend and complete that training requirement is waived.

⁸ The casino's "upper management team" is defined to include the General Manager, Chief Operating Officer, Chief Financial Officer, Director of Compliance, Director of Security, Director of Human Resources, and the Executive Director of Operations.

⁹ See NIGC Training Course Catalog, <https://www.nigc.gov/images/uploads/2024CourseCatalog.pdf>; NIGC website, Video Library, <https://www.nigc.gov/utility/video-library>; and NIGC website, CJIS Resource Materials, CAU Recorded Training Sessions, <https://www.nigc.gov/technology/cjis-resource-materials>.

¹⁰ "Tribal leadership is defined as the elected members of the Tribal Council of the Alabama-Coushatta Tribe of Texas.

¹¹ *Id.*

19) Within thirty (30) calendar days of the Effective Date, the Tribe and/or its gaming commission agree to submit the following for its gaming operation to the NIGC Region Office:

- (a) 2020 and 2021 annual audited financial statements;
- (b) agreed-upon procedures (AUP) reports¹² for 2020 through 2023;
- (c) a list of the positions designated by the Tribe or tribal gaming regulatory authority (TGRA) as Key Employees and Primary Management Officials;¹³
- (d) Tribal internal controls (TICS) and System of internal control standards (SICS);¹⁴
- (e) a list of the games and their vendors currently available for play, including NIGC regulation, 25 C.F.R. part 547 reports from an independent test lab and copies of the TGRA approvals for placement in the operation;¹⁵
- (f) NIGC fee submissions and worksheets¹⁶ for June 15, 2022, to the present; and
- (g) all outstanding facility licenses and attestations.¹⁷

20) If the gaming regulatory authority staff lacks an individual well-versed in Criminal Justice Information Services (CJIS) compliance,¹⁸ it will retain a subject matter expert within three (3) months of the Effective Date to ensure the Tribe's timely compliance with the NIGC CHRI MOU and CJIS. The subject matter expert can be retained on part-time or independent contractor/consultant basis, as determined by the TGRA.

21) Within six (6) months of when the TGRA has the ability to submit electronic fingerprints, the Tribe and/or its gaming regulatory authority agree to completely resolve any backlog¹⁹ of Notices of Results (NORs) and Issuance of Licenses (IOLs),²⁰ submitting such documents to the NIGC Oklahoma City Region Office and providing a written and signed attestation that it is up-to-date with such submissions. All NORs submitted under this term must include a check of criminal history records information (CHRI) maintained by the Federal Bureau of Investigation.²¹

22) For a two (2) year period from the Effective Date, the Tribe and/or gaming regulatory authority agrees and commits to timely submissions of:

- (a) audited financial statements and AUP reports; and

¹² 25 CFR § 543.23(d).

¹³ 25 CFR §§ 502.14 and 502.19.

¹⁴ 25 CFR § 543.2.

¹⁵ 25 CFR § 547.5(a)(2)(i).

¹⁶ 25 CFR §§ 514.3–514.6, 514.8, and 514.13(c).

¹⁷ 25 CFR §§ 559.3 and 559.4.

¹⁸ NIGC CHRI MOU, *supra* note 15; NIGC CJIS Resource materials, <https://www.nigc.gov/technology/cjis-resource-materials>

¹⁹ For the purpose of this provision, backlog shall mean those NORs and IOLs that have not been previously submitted to NIGC and are currently past due under NIGC regulations, 25 C.F.R. parts 556 and 558.

²⁰ 25 CFR §§ 556.6(b)(2), 556.7, 558.3(b),(d), and (e), and 558.5.

²¹ 25 C.F.R. § 522.2(g).

(b) NORs and IOLs.

- 23) For two (2) years from the Effective Date, the NIGC and the Tribe agree to hold annual consultations to review the Tribe's compliance with paragraphs 18 through 25 of this Agreement. To initiate such consultations, the Tribe must submit a written request to the NIGC Region Office. During these consultations, the NIGC shall be represented by the Compliance Division and the Tribe shall be represented by the Executive Director of the Alabama-Coushatta Tribal Gaming Regulatory Authority.
- 24) The Tribe will pay a civil fine of one hundred thousand dollars (\$100,000), all of which will be suspended pending compliance with this Agreement and completion of its mandates within a two-year period. If all promises are abided and agreed-to actions taken and maintained within the two (2) year period, the entire fine amount will be forgiven. If the NIGC believes that the Tribe has breached any of the provisions of this Agreement, the NIGC shall notify the Tribe in writing of the alleged breach and allow the Tribe one (1) month to cure the alleged breach. If the Tribe fails to cure the alleged breach during that one (1) month period, then it agrees and consents that the breach will result in the entire fine amount of one hundred thousand dollars (\$100,000) becoming fully due and payable. In such circumstance, the NIGC shall issue a written due-and-payable notice to the Tribe, detailing the breach and the total sum due. Upon receipt of the written notice, the Tribe agrees that it waives any rights to an oral hearing under 25 C.F.R. § 513.6. Within seven (7) calendar days of the NIGC's issuance of the due-and-payable notice, the Tribe will provide a check to the NIGC for the sum made payable to the U.S. Treasury. In no instance will the fine sum exceed one hundred thousand dollars (\$100,000).

Tribe's waivers of statutory and regulatory rights

- 25) The Tribe is aware of its rights to:
- (a) Submit written information about the violation to the NIGC Chair prior to issuance of a civil fine assessment by the Chair and to have at least fifteen (15) days after the issuance of a notice of violation to do so under 25 C.F.R. § 575.5(a);
 - (b) Appeal the notice of violation to the full Commission under 25 C.F.R. parts 584 or 585 and proceed with such appeal(s);
 - (c) Obtain a hearing to contest the matter under 25 C.F.R. part 584 and proceed with such hearing;
 - (d) Request a reduction or waiver of a civil fine under 25 C.F.R. § 575.6(a); and
 - (e) Seek judicial review of any final agency action by the full Commission pursuant to 25 U.S.C. § 2714.

In consideration for this Agreement, and to resolve this dispute, the Tribe, waives its right to appeal administratively and judicially, as well as all rights set forth in paragraph 25. The Tribe waives any other right to seek judicial review or otherwise challenge or contest this Agreement and the NIGC Chair or NIGC's future actions

under this Agreement. The Tribe agrees to withdraw in full its appeal of the Notice of Violation before the Commission and the Presiding Official. To that end, the parties agree to notify the Commission and the Presiding Official that the NIGC Chair and the Tribe have reached a full settlement of NOV-24-01. In accordance with 25 C.F.R. § 584.10, the parties agree: paragraphs 1 through 5, 7 through 11, and 13 through 16 of this Agreement constitute the consent findings; paragraph 31 of this Agreement is a final order; and this Agreement comprises a full settlement of the appeal. For purposes of 25 C.F.R. § 584.10(b)(3), the parties will submit this Agreement and the consent findings and order herein to the Presiding Official for certification.

- 26) The NIGC Chair agrees that, upon execution of this Agreement, the NIGC shall not institute further proceedings or actions or assess any additional sanctions against the Tribe, except the agreed to civil fine as outlined in paragraph 24, for actions or omissions arising out of, or related to, the subject matter of NOV-24-01 and occurring prior to the Effective Date provided that, if the Tribe or any tribal entity fails to comply with any term or condition of this Agreement, the Tribe agrees that the suspended portion of the civil fine imposed in paragraph 24 of this Agreement shall become fully due and payable as set forth in said paragraph.

Additional Covenants

- 27) The NIGC Chair agrees to assist the Tribe with technical assistance in any litigation between the Tribe and the State of Texas regarding the legality of any of the Tribe's gaming. The Chair also agrees to review the Tribe's requests for testimony in accordance with NIGC regulations, 25 C.F.R. part 516.
- 28) As a part of this Agreement, the Tribe has submitted an Indian lands advisory legal opinion request concerning two trust parcels in Polk County, Texas. Neither IGRA nor NIGC regulations require NIGC Office of General Counsel (OGC) legal opinions, and they are issued as a courtesy. The agency's statutory and regulatory duties take precedence, including the additional duties required during Presidential transitions. In accordance with such priorities, OGC will review and respond to the Tribe's request. If needed, OGC consults with the U.S. Department of the Interior's Office of the Solicitor concerning Indian lands legal opinions. If the opinion will be negative, OGC will consult with the Tribe to ascertain whether it wishes to withdraw

its request; but if the opinion will be positive, OGC will issue it without consulting the Tribe.²²

- 29) This Agreement shall terminate upon fulfillment of all terms listed under the Terms of Settlement.
- 30) This Agreement constitutes the entire agreement between the NIGC Chair and the Tribe relating to the enforcement matter described herein, and it supersedes all prior verbal or written agreements and understandings between the parties related to the subject matter hereof. Any amendments to this Agreement must be in writing and signed by both parties.
- 31) The Tribe agrees that this Agreement constitutes a full dismissal of its appeal. Further, the Tribe agrees that this Agreement and its agreed-to civil fine are a final order and final agency action of the NIGC Commission pursuant to 25 C.F.R. §§ 584.10(d), 584.14(a), and 585.8(d). The Tribe waives any right to challenge or contest the validity of the dismissal, final order, and the final agency action.
- 32) The parties agree that after the Effective Date, this Agreement shall be published and/or disclosed by either party.
- 33) 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 this Agreement.

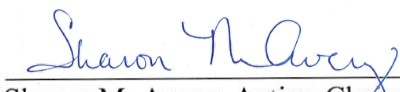
Dated this _____ day of June, 2025.

For the Alabama-Coushatta Tribe of Texas

By: 
Cecilia Flores, Chairwoman

Date: 6/6/2025

For the National Indian Gaming Commission

By: 
Sharon M. Avery, Acting Chairwoman

Date: 06/06/2025

²² General Warranty Deed (for the 652.587 acres) dated July 19, 2001, and recorded in Volume 1236, Pages 286 - 292 of said Official Records of Polk County, Texas; and General Warranty Deed (for 41.325 acres) dated July 19, 2001, and recorded in Volume 1236, Pages 293-295 of said Official Records of Polk County, Texas.

PRESIDING OFFICIAL CERTIFICATION & ORDER

With the authority vested in me by NIGC regulation, 25 C.F.R. § 584.10(d), I hereby accept and certify this Settlement Agreement. This Settlement Agreement constitutes dismissal of the Respondent's administrative appeal and final agency action.

By: _____
Rachel Lukens, Presiding Official

Date: _____



October 19, 2022

Ricky Sylestine, Chairman
Alabama-Coushatta Tribe of Texas
571 State Park Road 56
Livingston, Texas 77351

**Re: National Indian Gaming Commission's Regulation of Gaming
at Alabama-Coushatta Tribe of Texas**

Dear Chairman Sylestine:

I am in receipt of your September 30, 2022 letter requesting the National Indian Gaming Commission to provide further guidance on its position that the gaming on Alabama-Coushatta Indian lands is subject to the Indian Gaming Regulatory Act and, as a result, NIGC jurisdiction. Although the NIGC does not typically issue legal opinions outside the Agency to justify its regulatory jurisdiction, I understand that you may have questions in the wake of the recent decision in *Ysleta del Sur Pueblo Et. al. v. Texas*, 142 S. Ct. 1929 (2022).

In *Ysleta* the Supreme Court held that the provisions of the Ysleta del Sur Pueblo and Alabama and Coushatta Indian Tribes of Texas Restoration Act (Restoration Act) that apply to Ysleta del Sur Pueblo only ban those gaming activities that are banned in Texas and did not provide for Texas gaming laws to act as surrogate federal law on Indian lands. The provisions of the Restoration Act that apply to Alabama-Coushatta contain nearly identical operative language and therefore we interpret the holding to apply equally.¹ In *Ysleta*, the Court explicitly stated, "[o]ther gaming activities [those not prohibited] ... must conform with the terms and conditions set forth in federal law, including IGRA to the extent it is applicable."² IGRA applies to all gaming activities conducted on Indian lands.³ Here, Alabama Coushatta's gaming activity is conducted on Indian lands.⁴ Therefore, IGRA applies to Alabama Coushatta's gaming activity and, pursuant to the *Ysleta* decision, the Tribe's gaming must conform to the terms and conditions set forth in IGRA, including regulatory oversight by the Tribe *and* the National Indian Gaming Commission.

¹ Public Law 100-89, Title II (August 18, 1987).

² *Ysleta del Sur Pueblo et al. v. Texas*, 142 S. Ct. 1929, 1941 (2022).

³ *Id.*

⁴ 25 U.S.C. §§ 2702(2) and 2703(4).

Exhibit A - NIGC & ACTT Settlement Agreement 6/2025

Letter to Ricky Sylestine, Chairman

Re: National Indian Gaming Commission's Regulation of Gaming at Alabama-Coushatta Tribe of Texas

Date: October 19, 2022October 19, 2022

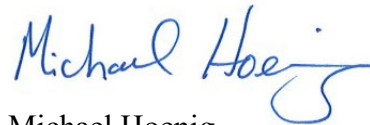
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In support of its holding that other Federal laws, including IGRA, apply to gaming activity not otherwise prohibited in the state, the Court cited to pages 31-33 of the United States' Amicus Brief.⁵ In that section of the Brief, the United States argued that gaming conducted by Ysleta and Alabama Coushatta on Indian lands is subject to IGRA, and thus subject to regulation by the Tribe and the NIGC to ensure the purposes of IGRA are met. Consistent with the analysis set forth in the United States' Amicus Brief and the Court's reliance on it in reaching its decision in *Ysleta*, NIGC is proceeding to exercise its regulatory jurisdiction over the Alabama Coushatta's gaming activity.

As for the Fifth Circuit's holding in *State of Texas v. Alabama-Coushatta Tribe of Texas*, the decision in that case regarding NIGC's lack of jurisdiction was built upon the foundation laid in the Fifth Circuit's earlier holding in *Ysleta del sur Pueblo v. Texas* ("*Ysleta I*").⁶ The Supreme Court's ruling in *Ysleta* has overturned *Ysleta I*, rejecting its interpretation of the Restoration Act and holding that federal law, including IGRA, applies to the Tribe's gaming.⁷

I wish to reiterate that the NIGC has long appreciated the excellent working relationship it has with the Alabama Coushatta Tribe of Texas and looks forward to a productive relationship going forward under the regulatory auspices of IGRA as affirmed in *Ysleta*.

Sincerely,



Michael Hoenig
General Counsel

⁵ *Ysleta del Sur Pueblo et al. v. Texas*, 142 S. Ct. 1929, 1941 (2022).

⁶ 918 F.3d 440,449 (5th Cir. 2019) citing *Ysleta I*, 36 F.3d 1325, 1335 (5th Cir. 1994).

⁷ *Ysleta del Sur Pueblo Et. al. v. Texas*, 142 S. Ct. 1929 (2022).



United States Department of the Interior

OFFICE OF HEARINGS AND APPEALS

Office of the Director

801 N. Quincy Street, Suite 300

Arlington, Virginia 22203

Telephone (703) 235-3810 E-mail: dir@oha.doi.gov

June 10, 2025

IN THE MATTER OF)	Docket No. DIR-2025-0001
ALABAMA-COUSHATTA TRIBE)	
OF TEXAS)	NOV-24-01
)	
)	Indian Gaming Regulatory Act,
)	25 U.S.C. §§ 2701-2721
)	
)	Order Certifying Settlement
)	Agreement and Dismissing Appeal

ORDER

This matter involves an appeal from the above-captioned Notice of Violation issued by the National Indian Gaming Commission (NIGC) under the Indian Gaming Regulatory Act.¹ On June 6, 2025, the parties filed a Joint Status Report and Notice of Settlement. Attached to the Notice is a signed, executed, and effective Settlement Agreement, dated June 6, 2025, between the NIGC Acting Chairwoman and the Alabama-Coushatta Tribe of Texas (Tribe).

The parties state in the Notice that they have resolved their dispute and agree to dismissal of the Tribe's appeal.² The parties therefore request that the Presiding Official certify the Settlement Agreement and its consent findings.³ Given that request, I have reviewed the Settlement Agreement. Based on my review, I hereby determine that the Settlement Agreement contains consent findings and the other provisions required by applicable regulation.⁴ As a result and as required by regulation, I hereby certify the Settlement Agreement.⁵ This certification constitutes dismissal of the Tribe's appeal in this matter and also constitutes final agency action.⁶

AMY SOSIN Digitally signed by AMY SOSIN
Date: 2025.06.10 14:01:52 -0400

Amy B. Sosin
Acting Director

¹ 25 U.S.C. §§ 2701-2721; 25 C.F.R. § 584.3 (2024).

² Notice of Settlement at unpaginated 1 (June 6, 2025).

³ *Id.*; see 25 C.F.R. § 584.10.

⁴ 25 C.F.R. § 584.10(b).

⁵ *Id.* § 584.10(d).

⁶ *Id.* § 584.10(b), (d).