

**THE CLAIMS DEADLINE IS MARCH 25, 2013**

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## INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the undersigned (Claimant) and the United States Department of Agriculture (USDA) (collectively, the Parties).

As set forth in the "Framework for Hispanic or Female Farmers' Claims Process" (Framework), the United States has established a voluntary administrative claims process (Claims Process) to resolve claims of certain Hispanic or female farmers who allege discrimination by the USDA in responding to applications for farm loans or loan servicing (credit-related discrimination) during certain time periods.

Claimant, a farmer who alleges credit-related discrimination due to being female or Hispanic by USDA during those time periods, desires to participate in the Claims Process by filing a Claim in accordance with the terms and conditions of the Framework.

It is in the Parties' mutual interests to resolve such allegations and claims through the Claims Process.

Accordingly, the Parties agree as follows:

## TERMS

- 1. Submission of Claim.** Within the time allowed under the Framework, Claimant will submit a completed and signed Claim Form and all documents and information required by the Framework (Claim Package), including the original of this Agreement. If any claims of credit-related discrimination by Claimant against USDA are pending in any court or administrative proceeding, this Claim Package must also include a signed Stipulation or Notice of Dismissal with Prejudice, whichever is appropriate, for such claims. For Claim Packages that have been forwarded by the Administrator to the Adjudicator, the Administrator will file the Stipulation or Notice of Dismissal in the court or other tribunal.
- 2. Ruling on Claim.** The decisions made by the Administrator and the Adjudicator on the Claim are final and binding upon Claimant and USDA, and neither party shall have a right of appeal to any court or other entity. Claimant's participation in the Claims Process in accordance with the Framework is the sole consideration from USDA to Claimant under this Agreement. Claimant will not seek any payment of compensation or damages, attorneys' fees, costs or expenses beyond that which is available through this Claims Process as set forth in the Framework.
- 3. Release.** In exchange for the consideration described in the foregoing Paragraphs, Claimant and his or her heirs, administrators, successors, assigns and representatives hereby release and forever discharge the United States, USDA and any department, agency, or establishment thereof, and any current or former officers, employees, agents, or successors thereof, in their official and individual capacities, from any credit-related discrimination claims, whether known or unknown, suspected or unsuspected, for compensation or damages, attorneys' fees, expenses or costs incurred. If a Claim Package is rejected by the Administrator as untimely, or is determined by the Administrator to be timely but incomplete, and Claimant does not submit a complete Claim Package within the time allowed under the Framework, such claims against USDA will not be released.
- 4. Merger.** The Terms of this Agreement constitute the entire agreement of the Parties with respect to compensation or damages, attorneys' fees, expenses and costs; and no statement, remark, agreement, or understanding, oral or written, that is not contained herein shall be recognized or enforced.
- 5. No Admissions.** This Agreement enables the Parties to resolve, without the time and expense of litigation, their dispute regarding Claimant's allegations and claims of credit-related discrimination by USDA.

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If you have questions, please call the Claims Administrator at 1-888-508-4429, toll free, or reference [www.farmerclaims.gov](http://www.farmerclaims.gov).

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This Agreement is not intended, and shall not be construed, as an admission by USDA of the truth of any allegation or of the validity of any claim asserted by Claimant, or liability on such claim; nor is it a concession or an admission by USDA of any fault or omission in any act or failure to act. Neither shall any of the terms hereof be offered or received in evidence, or filed or referred to in any court or administrative proceeding, or construed for any purpose whatsoever as an admission or presumption of wrongdoing on the part of USDA or its agents or employees.

6. Amendments. If the Claim Package is forwarded by the Administrator to the Adjudicator, this Agreement shall not be modified or amended except by an instrument in writing signed by the Parties; nor shall any provision hereof be waived other than by a writing expressly setting forth such waiver and signed by the Party to be charged with such waiver.

7. Acknowledgments. Claimant acknowledges that he or she has read this Agreement, understands its contents, and executes it of his or her own free act and deed.

CLAIMANT:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

If Claimant is represented by counsel:

BY COUNSEL FOR CLAIMANT:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

UNITED STATES OF AMERICA:

BY COUNSEL:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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