

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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In re BLACK FARMERS DISCRIMINATION
LITIGATION
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Misc. No. 08-mc-0511 (PLF)

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This document relates to:
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ALL CASES
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)

~~**[PROPOSED] ORDER**~~

(Docket No. 379)

Upon consideration of the Consent Motion to Amend Final Order and Judgment, and the entire record herein, it is hereby

ORDERED that the Order and Judgment (Docket No. 231) entered by this Court on October 27, 2011, as amended by the Orders entered on September 14, 2012 (Docket No. 304) and on February 14, 2013 (Docket No. 346), be and hereby is amended as follows:

31. In place of Exhibit A to the Settlement Agreement, the attached Exhibit A and the variations on Claim Determination Letters used to communicate claim determinations to Track A claimants in Exhibits A.1, A.2, A.3, A.4 A.5, A.6, and A.7 shall be inserted as Exhibits to the Settlement Agreement;

32. In place of Exhibit B to the Settlement Agreement, the attached Exhibit B shall be inserted as Exhibit B to the Settlement Agreement.

33. Section V.E.7 of the Settlement Agreement is modified to read as follows:

"Within thirty (30) calendar days of receipt of all Track A and Track B Claim Determination Forms (Exs. A and B), the Claims Administrator shall prepare the Preliminary Final Accounting and submit it to Lead Class Counsel, the Secretary and the Court. The Preliminary Final Accounting shall identify: (1) the number and amount of all Final Track A Liquidated Awards, Final Track A Loan Awards, Final Track A Tax

Awards, and Final Track B Awards (shown in Part III of the completed Track A and Track B Determination Forms); (2) the Implementation Costs incurred to date; (3) a good faith estimate of Implementation Costs necessary for the Claims Administrator to perform its final duties under this Agreement; (4) Implementation Costs necessary for the Track A and Track B Neutrals to perform their final duties under this Agreement (but not to exceed \$200,000); (5) the Ombudsman Costs incurred to date; (6) a good faith estimate of Ombudsman Costs necessary for the Ombudsman to perform its final duties under this Agreement; (7) the amount of the Fee Award; (8) the sum of Track B Fees incurred by Track B Class Members, and (9) the amounts that the Secretary already has paid for interim Implementation Costs, interim Common Benefit Fees, and Ombudsman Costs, and the status of these funds.

34. Section V.E.13 of the Settlement Agreement shall be renumbered as V.E.14 and the following new Section V.E.13 is hereby added:

“In the event the Court enters an Order pursuant to Section IV.H of the Settlement Agreement approving the distribution of funds pursuant to the Preliminary Final Accounting submitted by the Claims Administrator, the U.S. Department of the Agriculture shall set aside out of the 2010 Funds plus any remaining 2008 Funds the estimated \$200,000 in funding authorized for the payment of the Track A and B Neutrals for the completion of their final duties under the Settlement Agreement (as authorized by Section V.E.7(4) of the Settlement Agreement, as amended). The U.S. Department of the Agriculture shall have no obligation to transfer this estimated \$200,000 until the Track A and Track B Neutrals submit to the Court a final invoice setting forth their final Implementation Costs, which costs shall not exceed \$200,000. Any such invoice(s) by the Track A and Track B Neutrals shall be submitted to the Court, and copies provided to the Secretary and Class Counsel, within 12 months of the date of the Court’s Order pursuant to Section IV.H of the Settlement Agreement approving the distribution of funds pursuant to the Preliminary Final Accounting submitted by the Claims Administrator. Within twenty (20) days of the Court’s Order approving the final invoice(s) for the Track A and Track B Neutrals, the U.S. Department of the Agriculture shall deposit the payment amount(s) set forth in the Track A and Track B Neutrals’ final invoice(s) into the Designated Account. The Parties agree that the Secretary shall pay the amount(s) set forth in the Track A and Track B Neutrals’ final invoices up to a total of \$200,000.”

In all other respects, the Order and Judgment as previously entered and modified by the court shall remain in full force and effect.

SO ORDERED.

A handwritten signature in black ink, reading "Paul L. Friedman". The signature is written in a cursive style with a horizontal line underneath it.

PAUL L. FRIEDMAN
United States District Judge

Date: August 27, 2013