

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by Plaintiff Care Net Pregnancy Center of Windham County ("Care Net" or "Plaintiff") and Defendants the United States Department of Agriculture ("USDA") and Secretary Thomas J. Vilsack ("Defendants") (collectively "Parties").

Whereas the Parties mutually desire to fully and finally resolve all of the claims asserted by Plaintiff in *Care Net Pregnancy Center of Windham County v. United States Department of Agriculture, et al.*, Case No. 1:11-cv-02082-RBW (D.D.C.) ("the Litigation"), and USDA National Appeals Division Case No. 2011E000691, *In re Care Net Pregnancy Center of Windham County and Rural Development* ("the Administrative Proceedings"), without the need for further proceedings, and without any admission of liability, the Parties hereby agree to compromise, settle, and resolve all of the claims asserted by Plaintiff in the Litigation and the Administrative Proceedings on the following terms and conditions:

1. Stipulation of Dismissal with Prejudice. The Parties will jointly file stipulations of dismissal with prejudice of all remaining claims in both the Litigation and the Administrative Proceedings, including but not limited to all remaining claims for attorneys' fees and costs, and Care Net shall file notices withdrawing its requests for attorney's fees in the Litigation and the Administrative Proceedings. The parties shall file such stipulations and notices such that they are received by the USDA National Appeals Division and the United States District Court for the District of Columbia no later than September 25, 2013.
2. Payment of Attorneys' Fees and Costs. The United States will pay Plaintiff a total of \$119,453.59 in attorneys' fees and costs. Payment shall be made as promptly as practicable consistent with the normal processing procedures followed by the United States Department of Justice, the USDA, and the United States Department of the Treasury. Payment of at least \$59,726.79 shall be made by October 7, 2013. Within fourteen (14) days of the effective date as defined in Paragraph 13, Defendants' counsel shall submit to the Judgment Fund of the United States Treasury the requisite paperwork for payment of the remainder of the \$119,453.59 total. Within seven (7) days of the effective date as defined in Paragraph 13, Plaintiff agrees to provide Defendants' counsel with any information pertaining to Plaintiff that is necessary to facilitate payment.
3. Release and Agreement Not to Sue. Plaintiff, for itself and its representatives, successors, and assigns hereby waives, releases and forever discharges Defendants, all of their agencies, components, offices or establishments, and any officers, employees, agents, or successors, of any department, agency, component, office or establishment in the federal government, either in their official or individual capacities, from any and all claims, demands and causes of action of every kind, nature or description, whether currently known or unknown to Plaintiff, which have been or could have been asserted in the Litigation, the Administrative Proceedings, or any other administrative or judicial proceeding, relating to or stemming from any issues or facts alleged or raised in the Administrative Proceedings or the Litigation. This release includes, but is not limited to, any claims relating to or stemming from the Decision Letter dated May 16, 2011 addressed to Liz Chechile, Executive Director of Plaintiff, signed by Andrea Ansevin-Allen, and the Appeal Determination by the USDA National Appeals Division in the

Administrative Proceedings dated September 26, 2011. Plaintiff hereby agrees that, except for actions or suits to enforce the provisions of this Agreement, it will not commence any action, suit, or administrative proceeding, or prosecute any pending action, suit, or administrative proceeding, in law or in equity, on account of any claim or cause of action released hereby.

4. Final Settlement. This Agreement constitutes a full and final settlement of all claims asserted by Plaintiff in the Administrative Proceedings and the Litigation, including but not limited to all claims for attorneys' fees and costs. Plaintiff and Defendants waive any and all right they may have to appeal or otherwise seek review of any of the decisions rendered in the Administrative Proceedings or the Litigation.

5. No Admission of Liability. This Agreement is not and shall not be construed as an admission by Defendants of the truth of any allegation or the validity of any claim asserted in the Litigation or the Administrative Proceedings, or Defendants' liability therein. Nor is it a concession or an admission of any fault or omission in any act or failure to act. Nor shall any of the terms of this Agreement be offered or received in evidence or in any way referred to in any civil, criminal, or administrative action, or construed for any purpose whatsoever as an admission or presumption of wrongdoing on the part of Defendants.

6. Entire Agreement. The terms of the Agreement, and the attachments thereto, constitute the entire agreement of the Parties entered into in good faith, and no statement, remark, agreement or understanding, oral or written, which is not contained therein, shall be recognized or enforced, except as indicated herein; nor does the Agreement reflect any agreed-upon purpose other than the desire of the Parties to reach a full and final conclusion of the Litigation and the Administrative Proceedings and to resolve the matter without the time and expense of further proceedings.

7. Modifications. This Agreement cannot be modified or amended except by an instrument in writing signed by all Parties, nor shall any provision hereof be waived other than by a writing setting forth such waiver and signed by the Party to be charged with such waiver.

8. Binding Successors. This Agreement shall be binding upon and inure to the benefit of Plaintiff and their respective successors, assigns, and personal representatives, including any persons, entities, departments, or agencies succeeding to the interests or obligations of Plaintiff. This Settlement Agreement shall be binding upon and inure to the benefit of the United States and Defendants, including any person, entity, department, or agency succeeding to the interests or obligations herein.

9. Signatories. Each person signing this Agreement, whether signed individually or on behalf of any person or entity, warrants and represents that he or she has full authority to so execute the Agreement on behalf of the party on whose behalf he or she so signs.

10. Acknowledgements. Each person signing this Agreement on behalf of the Parties acknowledges that he or she has read this Agreement, understands its contents, and executes it of his or her own free act and deed. Each person signing this Agreement on behalf of the Parties further acknowledges that the Parties are represented by counsel, that counsel has discussed this

Agreement with authorized representatives and has explained to authorized representatives each and every term and condition of this Agreement.

11. Jointly Drafted Agreement. This Settlement Agreement shall be considered a jointly drafted agreement and shall not be construed against any party as the drafter.

12. Interpretation Consistent with Federal Law. Nothing in this Settlement Agreement shall be interpreted or construed in a manner inconsistent with, or contravening, any Federal law, rule or regulation at the time of the effective date of this Agreement, or as amended thereafter.

13. Effective Date. This agreement shall take effect upon execution by all signatories below.

14. Execution in Counterparts. This Agreement may be executed and delivered in counterparts, each of which when executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and Agreement.

**AGREED TO:**

Date: 9-13-13



Michael J. Tierney, Esq., NH Bar 17173  
WADLEIGH, STARR & PETERS, PLLC  
95 Market Street  
Manchester, NH 03101  
Tel. (603) 669-4140  
Fax. (603) 626-4808  
[Mtierney@wadleighlaw.com](mailto:Mtierney@wadleighlaw.com)

*Attorney for Plaintiff*

Date: \_\_\_\_\_

Steven H. Aden, Esq., D.C. Bar 46777  
ALLIANCE DEFENDING FREEDOM  
801 G. Street NW  
Washington, D.C. 20001  
Tel: (202) 393-8690  
Fax: (202) 347-3622  
[saden@alliancedefendingfreedom.org](mailto:saden@alliancedefendingfreedom.org)


*Attorney for Plaintiff*

Date: \_\_\_\_\_

STUART F. DELERY  
Assistant Attorney General

RONALD C. MACHEN JR.  
United States Attorney

JOHN R. GRIFFITHS  
Assistant Branch Director  
Federal Programs Branch

  
JESSE Z. GRAUMAN (Va. Bar No. 76782)  
U.S. Department of Justice  
Civil Division, Federal Programs Branch

Mailing Address:  
Post Office Box 883  
Washington, D.C. 20044

Courier Address:  
20 Massachusetts Ave., N.W.  
Washington, D.C. 20001

Telephone: (202) 514-2849  
Fax: (202) 305-8517  
Email: [jesse.z.grauman@usdoj.gov](mailto:jesse.z.grauman@usdoj.gov)

*Attorney for Defendants*

Date: \_\_\_\_\_

\_\_\_\_\_  
Virginia Henning  
Attorney Advisor  
United States Department of Agriculture  
Office of General Counsel  
Mailing Address:  
P.O. Box 1134  
Harrisburg, PA 17108

Phone: 717-221-3787  
Fax: 717-221-3443  
Email: [virginia.henning@ogc.usda.gov](mailto:virginia.henning@ogc.usda.gov)

*Attorney for Defendants*