

# Exhibit 9

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WISE CARTER CHILD & CARAWAY

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JAMES L. ROBERTSON  
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JUNE 23, 2000

VIA TELETYPE UNIT & U.S. MAIL

Michael Sitcov, Esq.  
Rupa Bhattacharyya, Esq.  
U. S. Department of Justice  
Civil Division  
901 B Street, N.W.  
Washington, D.C. 20530

Re: JAMES D. GREEN, et al. v. Daniel V. Glickman,  
Secretary of Agriculture of the United States  
U.S. District Court, S.D., Miss., Jackson Div., No.  
3:00cv356LN

Dear Mike and Rupa:

Set forth below in lieu of further proceedings on Plaintiffs' motion for preliminary injunction are the provisions of the agreed general moratorium on debt enforcement in accordance with the various previous correspondence between you and me and the telephone conference late yesterday afternoon among Arnold Gruberman, Associate General Counsel of the Department of Agriculture, and Spencer Gilbert.

(1) The United States Department of Agriculture and all of its agencies and instrumentalities ("USDA") will not continue or complete any formal foreclosure or other repossession proceedings against Plaintiffs' property, including judicial foreclosures, power of sale foreclosures, and other non-judicial foreclosures.

(2) The USDA will not commence any new formal foreclosure or repossession proceedings.

(3) The USDA will not commence any civil action to secure judgments against any of the Plaintiffs on claims arising out of USDA direct loans to Plaintiffs, including but not limited to deficiency judgments, provided, however, that any Plaintiff may waive in writing his rights under this paragraph, and provided further that in any situation where USDA has a reasonable basis to believe that waste is occurring with respect to its

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U.S. DISTRICT COURT  
JACKSON, MISSISSIPPI

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Michael Sitcov, Esq.  
 Rupa Bhattacharyya, Esq.  
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collateral, it may, after no less than 24 hours notice to the Plaintiff and to counsel to Plaintiff describing the factual basis for its belief and the proposed action, take only the action reasonably necessary to prevent waste and preserve the value of the collateral.

(4) The USDA will hold in abeyance any civil actions presently pending against any of the Plaintiffs arising out of USDA credit or benefit programs, including any actions to enforce by way of levy or execution or any other U. S. Marshal's Sale, to enforce or collect any debt USDA now claims that it holds.

(5) In the case of any Plaintiff who is presently a debtor in a case under Title 11, U. S. C., the USDA will not seek to lift the automatic stay as to actions against the Plaintiff or Plaintiff's property that the USDA claims as collateral; except that if the Plaintiff or another party has taken or threatens to take action that will materially adversely affect or fails to preserve the claim or security interest of the USDA, then the USDA may with written notice to the Plaintiff and Plaintiff's attorneys may seek to lift the automatic stay to the extent reasonably necessary to prevent the threatened or potential harm to said interest or claim;

(6) The USDA will suspend any deadlines it has presently set against any of the Plaintiffs for their acceptance of market value buy-outs.

(7) The USDA will suspend and waive the deadlines for any demands that Plaintiffs sell, convey or otherwise transfer the collateral to someone else who may be willing and able to assume the debt claimed by USDA; provided that any Plaintiff may by writing signed by the Plaintiff forego and waive the suspension and waiver of this paragraph.

(8) Except for administrative offsets, the USDA will suspend its non-judicial collection efforts, including the suspension of any further referrals of delinquent loans or accounts to the Treasury Department and in the case of those accounts that have already been referred, will request that the Treasury Department suspend its efforts to collect, including the efforts of any private collection agency acting on behalf of the Treasury Department or the USDA.

(9) USDA will agree to refund any amount offset against the USDA debt if Plaintiff is ultimately successful as to that debt and that success results in cancellation of the debt.

(10) The USDA will refrain from disposing of any foreclosed property to third persons.

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Rupa Bhattacharyya, Esq.  
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(11) The USDA will terminate, suspend or hold in abeyance any administrative proceedings respecting civil rights and other pending complaints in which any Plaintiff is a party, unless otherwise agreed in writing by the Plaintiff.

(12) The protections of this Agreement shall extend to all named Plaintiffs in this action including their spouses, family members, and business entities in which any such person holds at least a 33 percent interest, or who may be obligors or guarantors of debts claimed to be the debts actionable under this civil action, and shall be effective as to each Plaintiff and related parties as of the date the Plaintiff becomes a party to this action.

(13) It is understood and agreed that any Plaintiff has the right to waive or to modify any provision of the moratorium agreement as it applies to the said Plaintiff, provided that the waiver or modification is written and signed by the Plaintiff or his attorney and agreed to by Defendant.

(14) Any period of limitations, including statutory or regulatory servicing deadlines, that shall run against USDA during the pendency of this Agreement shall be tolled and shall be extended for a period of 90 days after the termination of this Agreement as modified or extended.

(15) This Agreement is in lieu of any further litigation regarding Plaintiffs' Motion for Preliminary Injunction, which shall be withdrawn by Plaintiffs without prejudice.

(16) Should the Court act favorably on Plaintiffs' Motion for class certification, this moratorium agreement will extend to all members of the class so certified if and so long as this Agreement is in effect.

(17) This Agreement shall terminate upon the resolution of Defendant's dispositive motion that Defendant anticipates filing no later than July 12, 2000 or upon the entry of any other order of the court specifically terminating the Agreement.

If this letter accurately states the agreement, please sign on behalf of the USDA and return a signed copy to me by fax and mail.

Yours very sincerely,

*James L. Robertson*  
James L. Robertson

ASG/mnh

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(318)428-4421

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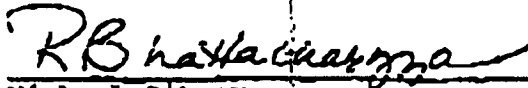
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Rupa Bhattacharyya, Esq.  
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Approved and Agreed on June 23, 2000,  
on behalf of the United States Department of Agriculture



Michael Sitcov  
Rupa Bhattacharyya  
Attorney, Federal Programs Branch  
Civil Division, U. S. Department of Justice

cc: Carleton Reeves, Esq.  
James L. Robertson, Esq.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

GEORGE P. KEEPSEAGLE, et al.,  
Plaintiffs,  
vs.  
ANN VENEMAN, Secretary,  
United States Department of Agriculture  
Defendant.

Case No.: 1:99CV03119 (EGS)

Judge Emmet G. Sullivan

**SUPPLEMENTAL SUBMISSION IN SUPPORT OF  
PLAINTIFFS' PROPOSED CASE MANAGEMENT ORDER**

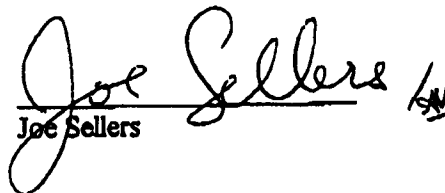
Plaintiffs have discovered new evidence that the USDA has broad discretion to forebear from pursuing foreclosure and severe debt collection actions against members of this class, revealing that its recent debt enforcement efforts taken against members of this class are the result of choice and not necessity. This new evidence that the USDA can forebear, and has foreborne, from collecting delinquent farmer debt, arose in a case brought by white farmers who apparently claimed that they had been denied debt servicing for discriminatory reasons. This new evidence raises serious questions about why the USDA has elected to treat members of this class of Native American farmers and ranchers differently. It should underscore the importance of discovery and the opportunity to try this case on the merits.

In a supplemental memorandum supporting the plaintiffs' proposed case management order, the plaintiffs asserted that the USDA could suspend its decisions to foreclose upon, accelerate repayment of, or collect loans granted Native American farmers and ranchers. Plaintiffs' Supplemental Memorandum, at 3-5. The plaintiffs relied upon a bulletin issued by the USDA that reported a policy of suspending debt collection activities for members of the class in

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DISTRICT OF COLUMBIA  
AUG 20 2003

**CERTIFICATE OF SERVICE**

A copy of the foregoing Supplemental Submission to Plaintiffs' Reply to Defendant's Supplemental Memorandum in Support of Case Management Statement and Proposed Case Management Order and in Response to Plaintiffs' Supplemental Memorandum was served via hand-delivery, this 11<sup>th</sup> day of August 2003 to: Susan Demske, Esquire, U.S. Department of Justice -- Civil Division, 20 Massachusetts Ave., N.W., Room 7318, Washington, D.C.

  
Joe Sellers