UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JON R. ROGERS, Plaintiff, v. EXECUTIVE OFFICE FOR UNITED STATES ATTORNEYS, Defendant.	)	Civil Action No. 18-454 (RBW)

REPLY IN SUPPORT OF PLAINTIFF'S CROSS-MOTION FOR SUMMARY JUDGMENT

Of Counsel
Frank J. Bruzzese
BRUZZESE & CALABRIA
P.O. Box 1506
Sinclair Building – 10th Floor
Steubenville, OH 43952
740-282-5323 (telephone)
740-282-5328 (fax)
frank@bruzzeselaw.com

/s/ Robert J. Olson
Robert J. Olson
(D.C. Bar No. 1029318)
Jeremiah L. Morgan
(D.C. Bar No. 1012943)
William J. Olson
(D.C. Bar No. 233833)
WILLIAM J. OLSON, P.C.
370 Maple Avenue West, Suite 4
Vienna, VA 22180-5615
703-356-5070 (telephone)
703-356-5085 (fax)
wjo@mindspring.com
Counsel for Plaintiff

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BACKGROUND

Multiple agencies of the federal government conducted at least two lengthy criminal investigations into Plaintiff's activities over a multi-year period. However, Plaintiff was never charged with any crime. Nevertheless, the IRS seized millions of dollars of Plaintiff's assets, which it refused to return until Plaintiff signed a release (i) waiving certain rights, and (ii) forfeiting a portion of his own money. Believing that he had done nothing wrong and, understandably, desiring to know why he had been targeted by his government, Plaintiff filed a Freedom of Information Act ("FOIA") request for relevant records with Defendant, Executive Office for United States Attorneys ("EOUSA"), in November of 2012.

Defendant has admitted that it has numerous records that are responsive to Plaintiff's FOIA request. Compl. ¶ 20. Yet, in more than five years, Defendant has stonewalled Plaintiff, producing no records but making no claim to any statutory exemption to justify withholding any of the records sought. Rather, Defendant now asserts that the November 2012 Settlement Agreement with the IRS[1] bars Plaintiff's action. Memorandum in Support of Defendant's Motion to Dismiss and for Summary Judgment ("Def. Mot.") at 5.

On February 26, 2018, Plaintiff filed a Complaint in this Court, seeking to compel disclosure of the requested records (ECF #1). On May 31, 2018, Defendant filed a Motion to Dismiss and for summary judgment (ECF #6) and an accompanying memorandum ("Def. Motion"). On July 13, 2018, Plaintiff opposed Defendant's Motion with his own response and Cross-Motion for Summary Judgment (ECF #8) ("Pl. Cross-Motion"). On August 17, 2018,

[1] *See* Defendant's Response to Plaintiff's Statement of Material Facts as to Which There Is No Genuine Dispute, ¶ 2.

Defendant filed a reply supporting its Motion, along with a response to Plaintiff's Cross-Motion (ECF #11) ("Def. Reply"). Plaintiff now files this Reply supporting his Cross-Motion.

ARGUMENT

I. DEFENDANT OFFERS NO PLAUSIBLE ARGUMENT WHY THIS COURT'S RULING IN PRICE SHOULD NOT GOVERN THE OUTCOME OF THIS CASE.

A. Montgomery Is Irrelevant Here.

Defendant denies the relevance of this Circuit's decision in Price v. United States, 865 F.3d 676 (D.C. Cir. 2017), to this case. Pl. Cross-Motion at 2-5. Instead, Defendant cites to Montgomery v. IRS, 292 F. Supp. 3d 391 (D.D.C. 2018), to demonstrate that Price is inapplicable to settlement agreements in the civil context. Defendant asserts that the district court in Montgomery "did not consider *Price* relevant, failing to make even a passing reference to *Price*." Def. Reply at 3, n.1. Defendant's argument is deeply flawed.

First, Defendant commits a logical fallacy — *argumentum ad ignorantiam* — or, more specifically, Defendant assumes that the absence of evidence is evidence of absence. In reality, all Defendant could have argued was "the *Montgomery* court did not consider *Price*" — period. Indeed, the Price decision was not analyzed (or mentioned at all) in the Montgomery decision. That should be of little surprise, as Price was decided while the Montgomery case was being litigated. The enforceability of a release of FOIA rights was not a jurisdictional issue, so the Montgomery court was under no obligation to raise the issue of enforceability *sua sponte*. *See* Prunte v. Universal Music Group, 484 F. Supp. 2d 32 (D.D.C. 2007). Moreover, it is fundamental to the concept of judicial restraint and preservation of an adversarial justice system that courts generally do not raise issues that are not raised by the parties. *See* Owens v. Republic

of Sudan, 864 F.3d 751, 769 (D.C. Cir. 2017) (noting that courts "will ordinarily refrain from reaching non-jurisdictional questions that have not been raised by the parties [except for] in 'exceptional circumstances.'").

What's more, in deciding Montgomery, Judge Boasberg had no need to consider Price since, as a preliminary matter, he found against the IRS based on the plain language of the settlement agreement, which only applied to "'all ongoing disputes.'" Montgomery at 394. Since the Montgomery settlement agreement on its face **did not apply** to the FOIA request in that case, there simply was no need to consider whether the agreement was enforceable. It is hardly surprising, then, that Montgomery does not discuss Price.

Moreover, adoption of Defendant's theory — that the Montgomery decision determined Price to be irrelevant by not mentioning it — would doom every litigant who first raises any new argument, as Plaintiff does here, or seeks to apply a decision in a new context, simply because no one has made the same argument before.

Finally, the Montgomery case involved purely civil issues — a taxpayer suing to obtain a refund of penalties paid to the IRS, and subsequent settlement between the parties. A different situation obtains here. Payment of a civil penalty is wholly unlike asset forfeiture, which is quasi-criminal in its underlying nature. Asset forfeiture presents the same potential for abuse of citizens by their government as does a criminal case — particularly because a person defending a criminal charge need only raise reasonable doubt, while someone seeking the return of his assets must prove his actual innocence. *See, e.g.,* 18 U.S.C. § 983(d). Thus, Price's similarity to this case is all the more clear.

In sum, then, Montgomery tells us absolutely nothing about the applicability of Price. It is the Montgomery case that has no relevance here — not the Price decision.

B. The Government Fails to Explain Why Its Distinction Matters.

Other than its misplaced and illogical reliance on Montgomery, the only other argument Defendant has given for why Price should not apply here is that Price involved a criminal plea agreement, whereas this case involves — in part — a civil asset forfeiture. Def. Reply at 2-4. Yet Plaintiff already pointed out that factual difference in his Cross-Motion for Summary Judgment. Pl. Cross-Motion at 4. And, aside from agreeing that the difference exists, Defendant has not offered any reason why it matters. Defendant notes that "the entirety of the Circuit's analysis in *Price* examined the circumstances surrounding criminal plea agreements," and that "it did no such thing for civil settlements." Def. Reply at 3-4. Once again, the fallacy *argumentum ad ignorantiam* would seem to apply to Defendant's arguments: Price did not discuss civil settlements because those were not the facts involved in the case.

Although it is true the Settlement Agreement in this case arose in the context of civil asset forfeiture rather than a criminal plea bargain, Defendant ignores the fact that Plaintiff's FOIA request focuses on both the civil asset forfeiture and the criminal investigations into his activities and repeated threats of criminal prosecution. For that reason, as Plaintiff previously explained, each factor in the Price analysis is fully applicable to this case. Pl. Cross-Motion at 4-6. For example, the Price court refused to enforce the FOIA waiver, rejecting the arguments that such waivers "promote finality" or reduce the "'burden to agencies.'" Price at 682. On the contrary, the Price court concluded that allowing those who have been targeted by the criminal justice system to learn more about why they were targeted "serves the interests of justice." *Id.* at

683. The court noted that FOIA "provides an important vehicle for vindicating significant rights — and for keeping prosecutors honest. Indeed, in some cases it provides the *only* vehicle." *Id.* at 682. The court noted that any government interest in enforcing such a waiver is "'outweighed [under] the circumstances by a public policy harmed by enforcement.'" *Id.* Finally, the court noted "'[t]he ... potential for abuse of prosecutorial bargaining power' ... lurks in the background in cases like these." *Id.*

Each of those policy concerns contributes to the decision in Price, and weighs just as heavily here. In this case, Plaintiff was targeted for criminal investigation — not once, but twice — by the federal government. For years, he lived under a microscope, and was repeatedly threatened with criminal prosecution for activities he still believes were perfectly legal. Then, as unfortunately is typical these days, federal prosecutors decided it would be far easier for them to employ asset forfeiture and make Plaintiff prove his innocence, rather than the government be burdened with proving his guilt. Thus, the government seized the lion's share of Plaintiff's assets, causing him significant personal and financial turmoil. Finally, putting him to a Hobson's choice, the government extorted Plaintiff[2] into forfeiting a small percentage of his money in order to obtain the return of the remainder — or face spending a far greater sum, no doubt over years of litigation, proving his actual innocence, to get it back.

Like the criminal defendant in Price, Plaintiff now seeks to do what he can to "keep[] prosecutors honest." He wishes to know why he was targeted for criminal investigation — twice,

[2] Defendant cites a case out of this circuit involving a "'**voluntary** settlement agreement'" — an employment discrimination claim against a federal agency. Def. Reply at 4 (emphasis added). *See* Schmidt v. Shah, 696 F. Supp. 2d 44 (D.D.C. 2010). Of course, a settlement agreement in a civil forfeiture case, like a criminal plea agreement, could hardly be termed "voluntary" on the part of the person targeted by the government.

and for many years — and yet never charged with any crime. Indeed, FOIA likely provides Plaintiff with "the *only* vehicle" (Price at 682) by which to find out how and why he found himself in the federal government's crosshairs.

II. DEFENDANT'S WAIVER AND EQUITABLE ESTOPPEL ARGUMENTS FOCUS ONLY ON EOUSA'S INITIAL CONDUCT, CONSPICUOUSLY IGNORING THE GOVERNMENT'S SUBSEQUENT CONDUCT.

In response to Plaintiff's waiver and equitable estoppel arguments (Pl. Cross-Motion at 6-15), Defendant argues that "[w]hether Plaintiff frames this argument as one for 'waiver,' ... or one for equitable estoppel ... it fails." Def. Reply at 4.

As for waiver, Defendant argues that "actions of an agency's FOIA processing staff ... fall far short of the 'unmistakable terms' required to demonstrate that the decision to begin processing Plaintiff's FOIA request constituted a waiver...." *Id.* at 5-6, n.3. The government chooses to rebut this straw man, rather than what Plaintiff argued. Indeed, in his waiver argument, Plaintiff did not rely solely (or even primarily) on the **initial decision** on April 29, 2013 to "begin processing" his FOIA request. Rather, Plaintiff relied primarily on Defendant's **subsequent decision** on December 22, 2016 "to grant Plaintiff's appeal." Pl. Cross-Motion at 6. As Plaintiff argued:

> [t]he waiver was made by a government official with the responsibility to decide and full power to grant Plaintiff's appeal and to make such a waiver, under both the statute and DOJ regulations. The waiver was fully informed, with complete knowledge of the Settlement Agreement, the government's rights thereunder, the previous Ohio litigation, the legal arguments on both sides of the issue, and "after carefully considering [Plaintiff's] appeal." Moreover, the waiver was made in consultation with EOUSA, which must have agreed to the waiver and agreed to process Plaintiff's FOIA request. [*Id.* at 8-9.]

Focusing only on the initial conduct of FOIA staff, Defendant fails to dispute that the Office of Information Policy's ("OIP") December 2016 grant of Plaintiff's appeal constituted a waiver of its reliance on the terms of the 2012 Settlement Agreement.

As for equitable estoppel, Defendant creates and then defeats the same straw man. Defendant apparently disputes that the fourth prong of the Honeywell test — affirmative misconduct — is met, arguing that there was no "'misrepresentation'" here. Def. Reply at 5. But again, Defendant's argument focuses only on its conduct "**earlier** in the course of processing his FOIA request...." *Id.* at 5 (emphasis added). Defendant conspicuously ignores the OIP's **later** December 2016 decision to grant Plaintiff's administrative appeal, and **subsequent** repeated promises made by both OIP and EOUSA that the agency was processing Plaintiff's request and would produce documents. Those promises by Defendant are — quintessentially — the sort of misrepresentation that Honeywell requires. And, as Plaintiff pointed out, that was precisely the sort of conduct the judge found to be missing in the Ohio case. Pl. Cross-Motion at 13-14.

III. DEFENDANT ARGUES THAT ITS OWN ADMINISTRATIVE APPEALS PROCESS IS IRRELEVANT.

Defendant disputes Plaintiff's argument that Defendant should be required to comply with the result reached by its own administrative appeals process. *See id.* at 26-28. Rather, Defendant claims that requiring compliance with its own quasi-judicial process "improperly elevates OIP's role." Def. Reply at 6. Defendant argues that "a decision by OIP" is not "binding in the way Plaintiff suggests." *Id.* Yet, as Plaintiff has argued, to allow otherwise "would turn that statutory process into a sham, a fraud." Pl. Cross-Motion at 27.

A. The FOIA Provides No Support for Defendant's Claim.

As authority for this bold assertion that the FOIA appeals process is irrelevant, Defendant cites 5 U.S.C. § 552(a)(4)(B), arguing that "the Parties are here under this Court's *de novo* review of an agency's processing of Plaintiff's FOIA request." Def. Reply at 6. That statement is patently false. This Court is not being asked to review exemption decisions reached in EOUSA's processing of Plaintiff's request, but rather is being asked to decide whether EOUSA should be required to process Plaintiff's request at all. In fact, Defendant has admitted that it has not processed Plaintiff's request in any way. *See* Defendant's Response to Plaintiff's Statement of Material Facts as to Which There Is No Genuine Dispute, ¶10, Response. Both of Defendant's statements cannot be true.

Nor does § 552(a)(4)(B) say what Defendant claims it says. Section 552(a)(4)(B) mandates *de novo* review of "the agency ... withholding agency records and ... the production of any agency records improperly withheld from the complainant." *Id.* Section 552(a)(4)(B) certainly does not stand for the counterintuitive proposition that this Court must leave the agency free to disregard its own decisionmaking process, especially as to the threshold matter of whether the agency will even process Plaintiff's request.

To be sure, the standard of this Court's review is *de novo*, but Defendant's are playing a shell game with the Court about what decision is at issue here. The *de novo* review is not of the OIP's original decision to proceed with processing that request, but rather of the Defendant's later decision to deny Plaintiff's FOIA request. And it is that ultimate denial that is inconsistent with the OIP's decision. The OIP's original decision is not being challenged, and thus is not the subject of this Court's review. Although the OIP's decision cannot bind this Court, it should be

held to bind the agency itself. *De novo* review of the denial should result in a determination that Defendant has violated the FOIA.

B. Greenpeace Is Inapplicable Here.

Defendant attempts to shore up the hole in its argument, citing Greenpeace, Inc. v. Dep't of Homeland Sec., 2018 U.S. Dist. LEXIS 73246 (D.D.C. 2018). In that case, Judge Kelly determined that an agency is not bound to produce documents for which it claims an exemption, even though an "attorney advisor" has determined that the documents should be released. *Id.* at *26. In reaching that conclusion, Judge Kelly correctly reasoned that the FOIA requires a *de novo* review by a court as to whether specific documents should be released or withheld. *Id.* at *27.

But unlike Greenpeace, this case does not involve an agency claim of exemption — Defendant has simply refused to process Plaintiff's request. The OIP's decision that EOUSA should process Plaintiff's request **does not mean** that Defendant will produce any documents properly withheld under claim of exemption — it only ensures that EOUSA will process and produce non-exempt documents — something FOIA requires it to do anyway.

However, whereas the agency in Greenpeace consistently and continually claimed certain documents were exempt from production, a similar scenario does not exist here. On the contrary, in this case, the OIP's grant of Plaintiff's administrative appeal was done "as a result of discussions between EOUSA personnel and this Office...." Exhibit 14. Thereafter, Defendant **accepted** the OIP's decision, **promised** that the case had been reopened, **assigned** it a new tracking number, and then EOUSA (through OIP) "**assure[d]**" Plaintiff that his request "'is currently being processed.'" Complaint ¶¶ 32, 34.

In short, Greenpeace mandates no more than *de novo* review of an agency's decision to withhold certain documents under claim of exemption. It does not sanction Defendant's speaking out of both sides of its mouth, by promising and then reneging on its promises to process Plaintiff's FOIA request.

IV. DEFENDANT'S COLLATERAL ESTOPPEL ARGUMENT FALLS FLAT.

In its Motion for Summary Judgment, Defendant argued that Plaintiff's claims here are subject to collateral estoppel, as having been previously litigated in the Sixth Circuit. Def. Motion at 9-11. In his Cross-Motion for Summary Judgment, Plaintiff refuted this argument, noting that this case involves a different agency, an entirely different factual record, giving rise to entirely different legal arguments. Pl. Cross-Motion at 18-19.

Nevertheless, Defendant sticks to its recitation that this case involves the "*same* FOIA request" and "the *same* Settlement Agreement...." Def. Reply at 7. Defendant triumphantly exclaims that, "[i]n his Opposition, Plaintiff does not engage these facts." *Id*. at 8. Of course, to invoke collateral estoppel as a defense, the burden is on Defendant to show that the two cases are the same in all material respects, not just some. Likewise, Plaintiff need only show that they are materially distinguishable in some way, not every way. It is therefore unsurprising that Plaintiff did not dispute the similarities raised by Defendant, but rather focused on the legal and factual differences between the cases.

Plaintiff has noted previously that key facts which the Ohio district court found to be missing in the earlier case against the IRS are now present in this case against EOUSA. In the Ohio case, the IRS never entered into an agreement with Plaintiff to process his request after receiving payment, but here EOUSA did just that. The IRS denied Plaintiff's administrative

appeal; here EOUSA granted it. The IRS never waived reliance on the Settlement Agreement, as EOUSA has done here. Finally, the IRS never made repeated promises that, in spite of the Settlement Agreement, Plaintiff's request was being processed and that documents would be produced, whereas here EOUSA has repeatedly promised to process and produce documents. In sum, Plaintiff relies in part upon a contractual relationship — missing in the Ohio case — between himself and EOUSA. Defendant's only response to these differences is the bald assertion that they are not "material." Def. Br. at 8. *Au contraire*. They create "'an issue of fact [and] law [not] actually litigated and resolved'" in the Ohio case. *See* National Association of Home Builders v. EPA, 786 F.3d 34, 41 (D.C. Cir. 2015).

The Ohio district court noted that it could not find "affirmative misconduct by the IRS," that "the IRS did not waive its right to assert the defense of release," and thus concluded that "the IRS has no further obligations to respond to plaintiff's FOIA requests." Rogers v. IRS, 2015 U.S. Dist. LEXIS 24867, *8, *15, *18 (S.D.O.H., 2015). Here, EOUSA handled Plaintiff's FOIA request entirely differently than did the IRS, creating an entirely different administrative record for review by this Court. Key facts found missing in the Ohio case are present here. And these facts give rise to Plaintiff's bringing of an entirely different legal claim, based on different legal theories, against a different federal agency. The Sixth Circuit courts found that the Settlement Agreement was enforceable by the IRS, based on certain facts and legal theories; here, this Court should find that it is unenforceable by EOUSA, based on a different set of facts and legal arguments. Plaintiff's Sixth Circuit case simply does not inform this Court as to how that claim should be resolved.

V. THIS COURT SHOULD LOOK PAST DEFENDANT'S SMOKE SCREEN, AS PLAINTIFF SEEKS TO ENFORCE FOIA RIGHTS AND OBTAIN A FOIA REMEDY.

In his Cross-Motion for Summary Judgment, Plaintiff argued that a valid and enforceable contract exists between the parties and, thus, that the Settlement Agreement is unenforceable to FOIA, and therefore Plaintiff's FOIA request should be processed. Since Defendant still has not processed that request, Plaintiff seeks his statutory FOIA remedy: that this Court order processing and release of non-exempt documents.

In its opposition, Defendant continues to obfuscate, and repeatedly mischaracterizes Plaintiff's theory of the case as "a breach of contract claim seeking specific performance under FOIA." Def. Reply at 9. Defendant rejects Plaintiff's claim that he is entitled to "specific performance as part of his statutory cause of action." *Id.* at 10. But that misrepresents Plaintiff's claim. On the contrary, Plaintiff repeatedly has made abundantly clear that, even though processing of his FOIA request may have the appearance of specific performance, or reach the same result as specific performance, it is not specific performance of a contract that is being sought — but rather, it is the FOIA that compels his request be processed. As Plaintiff pointed out, "the D.C. Circuit has explicitly permitted breach of contract claims to vindicate other statutory or constitutional rights." Pl. Cross-Motion at 20. In other words, this is — at its core — a FOIA case, brought to vindicate FOIA rights, and seeking a FOIA remedy. And, as Defendant admits, "FOIA waives sovereign immunity and grants jurisdiction to federal district courts to enjoin an agency from withholding agency records and to order the production of any agency records improperly withheld from the complainant." Def. Reply at 9.

Finally, it is clear that this Circuit's decisions permit exactly the sort of relief that Plaintiff seeks, based on precisely the sort of contractual theory he advances. *See* Megapulse, Inc. v. Lewis, 672 F.2d 959 (D.C. Cir. 1982); Transohio Sav. Bank v. Director, Office of Thrift Supervision, 967 F.2d 598, 612 (D.C. Cir. 1992); *see also* Yee v. Jewell, 228 F. Supp. 3d 48 (D.D.C. 2017). Plaintiff's contract with the government is relevant only to the extent that it restores Plaintiff's right (if it was ever lost) to have his FOIA request processed. To the extent that the Settlement Agreement could be said to have extinguished Plaintiff's FOIA rights, his subsequent contract with the government restored those same FOIA rights — rights that Plaintiff now seeks to enforce — rights under the FOIA, not contract law. Defendant selectively seeks to use a prior agreement whose terms it favors (the former Settlement Agreement) to defeat Plaintiff's statutory claim, while ignoring its subsequent agreement, which restored Plaintiff's right to make his claim. Yet certainly, the subsequent contract supplants a former one. *See* Pl. Cross-Motion at 15-25.

As a last-ditch effort, Defendant brings back its argument that it did not believe itself to be entering into an agreement with Plaintiff in beginning processing. Def. Reply at 11. Once again, however, Defendant creates and defeats a straw man. Defendant focuses solely on the initial actions of EOUSA "employees processing Plaintiff's FOIA request," and ignores the subsequent actions of both OIP and EOUSA accepting Plaintiff's argument that an agreement existed, granting his administrative appeal, and promising (after discussing the matter with EOUSA) that his request **was being** processed and documents **would be** produced.

Finally, Defendant argues that Plaintiff's claims are "moot[]" because "Defendant has initiated the process of returning Plaintiff's payment...." *Id.* at 12. Interestingly enough, that

refund still has not been received. Even so, this is a *non sequitur*, because refunding Plaintiff's payment does not render his claims moot. Defendant cites Theodore Roosevelt Conservation P'ship v. Salazar, 661 F.3d 66 (D.C. Cir. 2011), but that case says nothing about a claim being moot simply because a payment has been refunded. Rather, the case involves claims that were "moot because the 2008 Record of Decision superseded the 2000 Record of Decision." *Id.* at 78. If, for example, a buyer writes a check to a seller for purchase of a vehicle, and the seller reneges on the contract, keeps the vehicle, and refunds the buyer's payment, the buyer's case is not rendered moot and dismissed. Any refund of Plaintiff's payment has absolutely nothing to do with his claim being moot.

CONCLUSION

Defendant's arguments to this Court are chock full of logical fallacies, straw man arguments, and non sequiturs. Defendant relies heavily on cases that have no relevance here, mischaracterizes other important cases, makes demonstrably false statements, selectively recites the facts in order to shore up its argument, and attempts to obfuscate Plaintiff's arguments rather than address them head-on.

Defendant agreed to begin processing Plaintiff's FOIA request upon receipt of payment, which Plaintiff paid. Defendant then took Plaintiff's money and ran, refusing to respond to Plaintiff for years, in the face of Plaintiff's numerous reminder letters. Then, belatedly, Defendant denied Plaintiff's request, relying on a 2012 Settlement Agreement Plaintiff signed with the IRS. When Plaintiff disputed its relevance and appealed that decision, Defendant agreed with (or at least accepted) Plaintiff's position, and promised again that it would process

documents. Thereafter, Defendant continued to lead Plaintiff on, "assuring" him that it was busy responding to his request, when in reality Defendant was doing absolutely nothing at all.

At its core, this case involves an American citizen who was targeted (unfairly, in his opinion) more than once for criminal investigation and harassment by federal authorities. He had his bank accounts drained and seized, but was never charged with any crime. Even though the government did not bring criminal charges, Plaintiff nevertheless was extorted into turning over a large portion of his assets, or risk expending even greater cost to get them back. Now, he simply wants to know the reasons behind why he was targeted, and why his life was upset in this way.

Naturally, the same government groups who targeted Plaintiff now seek to cover up their activities, seemingly at any cost. They do so, without providing any reason for their actions. They do so, after having refused to respond to Plaintiff's years of inquiries. They do so, even though no conceivable harm could be caused by producing the requested records. They apparently believe (without embarrassment) that it is quite alright if our government gives its word to a citizen, and then turns around and does the opposite, simply because it thinks it can get away with it. This Court should conclude that it cannot. Plaintiff respectfully asks for this Court's intervention, to order Defendant to live up to its promises and process Plaintiff's FOIA request.

Respectfully submitted,

/s/ Robert J. Olson

Robert J. Olson
(D.C. Bar No. 1029318)
Jeremiah L. Morgan
(D.C. Bar No. 1012943)
William J. Olson
(D.C. Bar No. 233833)

Of Counsel
Frank J. Bruzzese
BRUZZESE & CALABRIA
P.O. Box 1506
Sinclair Building – 10th Floor
Steubenville, OH 43952

740-282-5323 (telephone)
740-282-5328 (fax)
frank@bruzzeselaw.com

WILLIAM J. OLSON, P.C.
370 Maple Avenue West, Suite 4
Vienna, VA 22180-5615
703-356-5070 (telephone)
703-356-5085 (fax)
wjo@mindspring.com
Counsel for Plaintiff

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