

*Brennan Center for Social Justice v. DOJ, 16-cv-00672*

*Draft Vaughn Index from the Executive Office for United States Attorneys*

**FOIA Request Nos. 15-1039 (District of Massachusetts), 15-01038 (Southern District of California)**

| Document No. | Pages | Description  | Exemption             | Justification  |
|--------------|-------|--|-----------------------|--|
|              |       |  |                       | SUMMARY OF ABBREVIATIONS<br><br>“WIF”-Withheld in full<br>“RIP”- Released in part<br>“AWP” – Attorney Work Product<br>“DP” – Deliberative Process<br>“GJ”- Grand Jury<br>“AUSA” – Assistant U.S. Attorney  |
| 1            | 4     | A four-page document which contains the proposal of a framework that was recommended to federal agencies as they developed programs on countering violent extremism (“CVE”). | WIF (b)(5), (b)(7)(e) | The four-page document is being withheld pursuant to (b)(5) to protect the deliberative process of those who prepared this document, which discusses the proposed framework for a CVE program, which was suggested for agencies to implement. The matters which are withheld are pre-decisional communications among government personnel, which, if disclosed, would jeopardize the candid considerations which are |

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|  |  |  | <p>necessary for candid decision making in the Government.</p> <p>Exemption (b)(7)(e) affords protection to law enforcement information that "would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law. Specifically, the information that is contained in this document refers to ways in which a District may work with members of law enforcement, and others in the community to develop a CVE program, which, if circumvented, could expose the way in which law enforcement investigations into this activity is reported/conducted, which could reasonably risk circumvention of the law.</p> |
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**FOIA Request No. 15-00835 (District of Minnesota)**

| Document No. | Pages | Description  | Exemption                  | Justification  |
|--------------|-------|--|----------------------------|--|
| 2            | 2     | A two-page email chain between a member of staff at the U.S.A.O. for the District of Minnesota and members of the community, in which they discuss the logistics of scheduling a community meeting. The first page of this email chain was released in part, and the second page was released in full. | RIP<br>(b)(6)<br>(b)(7)(c) | Exemptions (b)(6) and (7)(C) are asserted to protect the names and other identifying information of third parties and government personnel, whose names appear in these documents, on the grounds that disclosure could reasonably be expected to constitute an unwarranted invasion of personal privacy.<br><br>There are no public interests to weigh. |
| 3            | 9     | A nine-page email chain between a member of staff at the U.S.A.O. for the District of Minnesota and members of the community, in which they discuss obtaining signatures for a memorandum of understanding (“MOU”).  | RIP<br>(b)(6)<br>(b)(7)(c) | Exemptions (b)(6) and (7)(C) are asserted to protect the names and other identifying information of third parties and government personnel, whose names appear in these documents, on the grounds that disclosure could reasonably be expected to constitute an unwarranted invasion of personal privacy.<br><br>There are no public interests to weigh. |
| 4            | 4     | Unsigned draft of an MOU between USAO-MN and the Somali American Task Force (“SAFT”), on the CVE program for this District. This unsigned version of the MOU differs in content to the version which was ultimately signed by the parties.   | WIF<br>(b)(5)              | The four-page document is being withheld pursuant to (b)(5) to protect the deliberative process of those who prepared this document, which discusses the agreement that the District sought to enter with the SAFT regarding the CVE program. The content of this  |

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|  |  |  |  | <p>unsigned draft of the MOU, differs in content to MOU that was executed by the District. Thus, the matters which are withheld are pre-decisional communications by government personnel, which, if disclosed, would jeopardize the candid considerations which are necessary for candid decision making in the Government.</p> |
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