

March 20, 2025

1 Michael Williams  
2 PRO SE

3 IN THE UNITED STATES DISTRICT COURT  
4 FOR THE DISTRICT OF COLUMBIA

5 **History Associates Incorporated;**

6 Plaintiff;

7 And

8 **Michael Williams;**

9 Plaintiff-Intervenor;

10 v.

11 **Federal Deposit Insurance Corporation;**

12 Defendant.  
13  
14  
15

Case No. 1:24-cv-1857-ACR

**PLAINTIFF-INTERVENOR’S:**

**(1) NOTICE OF MOTION FOR LEAVE TO  
FILE EXCESS PAGES;**

**(2) MOTION FOR LEAVE TO FILE EXCESS  
PAGES;**

**(3) CERTIFICATE OF SERVICE**

16 **MOTION FOR LEAVE TO FILE EXCESS PAGES**

17 **I INTRODUCTION**

18 Intervenor Michael Williams (“Mr. Williams”), proceeding *pro se*, respectfully moves this  
19 Court for leave to file a Memorandum of Points and Authorities exceeding the standard page limit in  
20 connection with his forthcoming motion challenging the Court’s Orders of January 24, 2025, and  
21 January 27, 2025 (Dkt. 29 and Dkt. 30). Specifically, Mr. Williams seeks permission to file a  
22 memorandum of up to **55 pages**, in excess of the 45-page limit prescribed by Local Civ. R. 7(e). See  
23 *Local Rules of the U.S. Dist. Ct. for the D.C.* 7(e)<sup>1</sup>. Good cause exists to grant this motion because  
24 the legal issues Mr. Williams must address are exceptionally complex and multifaceted, and because  
25 Mr. Williams—without the benefit of legal counsel—faces unique challenges in distilling these issues  
26  
27

28 <sup>1</sup> [https://www.dcd.uscourts.gov/sites/dcd/files/local\\_rules/LocalRulesJuly\\_2019.pdf](https://www.dcd.uscourts.gov/sites/dcd/files/local_rules/LocalRulesJuly_2019.pdf).

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1 into the standard page limit. Granting the requested extension will ensure a full and fair presentation  
2 of the arguments without prejudicing any party or unduly burdening the Court.

3  
4 Pursuant to Local Civ. R. 7(m), Mr. Williams has conferred with counsel for the existing  
5 parties regarding this request. Counsel for Defendant Federal Deposit Insurance Corporation has  
6 indicated that they take no position in relation to this motion. Exh A. Counsel for Plaintiff History  
7 Associates Incorporated has indicated they do not oppose the motion. Exh B. Mr. Williams will  
8 promptly update the Court should any position change. Mr. Williams also includes an outline that  
9 provides further details regarding the anticipated scope and complexity of the arguments, which  
10 exceed what can be fully presented within 45 pages. Exh C.  
11

## 12 II BACKGROUND

13  
14 This case is a civil action between Plaintiff History Associates Incorporated and Defendant  
15 Federal Deposit Insurance Corporation (“FDIC”). On January 24, 2025, the Court (Reyes, J.) issued  
16 an Order addressing a purported issue in the case (Dkt. 29) relating to alleged threatening messages.  
17 Three days later, on January 27, 2025, the Court vacated its prior Order and issued a new Order  
18 supplementing that ruling (Dkt. 30) (together, the “January Orders”). These January Orders directly  
19 affect rights and interests claimed by Mr. Williams.  
20

21  
22 Believing that the January Orders adversely impact his interests, Mr. Williams moved to  
23 intervene in this action. On March 11, 2025, Mr. Williams filed a Motion to Intervene (Dkt. 45),  
24 seeking to participate in the case for the limited purpose of challenging the January Orders. On March  
25 12, 2025, the Court granted Mr. Williams’s motion to intervene by Minute Order, expressly limiting  
26 the scope of his intervention to contesting the Orders at Docket Nos. 29 and 30. That same day, Mr.  
27 Williams filed a Notice of Appearance (Dkt. 46) to formally appear *pro se* as an intervening party.  
28

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1 Mr. Williams is now preparing to file an appropriate motion for relief addressing the January  
2 Orders (such as a motion for reconsideration or a motion to vacate), accompanied by a Memorandum  
3 of Points and Authorities as required by the Court's rules. However, due to the complexity of the  
4 issues implicated by the January Orders, the memorandum in support of Mr. Williams's motion  
5 cannot feasibly be confined to 45 pages. Accordingly, Mr. Williams brings the present motion seeking  
6 leave to exceed the page limit before filing his substantive memorandum.  
7

### 8 9 III LEGAL ARGUMENT

#### 10 A Legal Standard for Exceeding Page Limits

11 Local Civ. R. 7(e) of this Court limits a party's memorandum of points and authorities to 45  
12 pages (for a supporting or opposing brief) absent prior Court approval. *Local Rules of the U.S. Dist.*  
13 *Ct. for the D.C.* 7(e)<sup>2</sup>. This rule is designed to encourage concise briefing. Nevertheless, the Court  
14 retains discretion to grant leave for oversized briefs when warranted. See *United States v. Microsoft*  
15 *Corp.*, 56 F.3d 1448, 1464 (D.C. Cir. 1995) (noting courts have broad discretion to determine the  
16 parameters of briefing). District courts routinely allow parties to exceed standard page limits upon a  
17 showing of good cause, such as when a case involves numerous complex issues or multiple  
18 overlapping motions. See, e.g., *Doe v. Exxon Mobil Corp.*, 69 F. Supp. 3d 75, 78 (D.D.C. 2014) (Case  
19 No. 1:01-cv-1357, Dkts. 12, 293, 308, 433, 435, 441, 822, 823) (granting motion to exceed page  
20 limits due to complexity of issues).  
21

22  
23 In exercising this discretion, courts consider whether the additional pages are necessary for a  
24 fair opportunity to present the arguments and whether an oversized filing would prejudice the  
25 opposing side or burden the Court. *Id.*  
26  
27

28 <sup>2</sup> [https://www.dcd.uscourts.gov/sites/dcd/files/local\\_rules/LocalRulesJuly\\_2019.pdf](https://www.dcd.uscourts.gov/sites/dcd/files/local_rules/LocalRulesJuly_2019.pdf).

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B *Good Cause Exists to Permit a 55-Page Memorandum*

Here, there is good cause to allow Mr. Williams to file a 55-page memorandum. First, the legal issues at stake are **highly complex and multifaceted**. Mr. Williams’s challenge to the January Orders requires discussion of multiple jurisdictional and substantive grounds. For example, his forthcoming brief will address questions concerning the Court’s jurisdiction, the proper interpretation and application of the relevant federal statutes and regulations, and the substantive merits of the Court’s rulings. In essence, Mr. Williams must grapple with a broad array of legal arguments to fully contest the January Orders. In comparable situations, courts have recognized that when a party must confront several distinct issues in a single brief—such as subject-matter jurisdiction, personal jurisdiction, venue, and merits challenges—expanding the page limit is warranted. See, e.g., *Citizens for Responsibility & Ethics in Wash. v. FEC*, 164 F. Supp. 3d 113, 115 (D.D.C. 2015) (Case No. 1:14-cv-01419, Dkt. 31) (granting enlargement due to multitude of complex issues). The additional pages will enable Mr. Williams to present complete arguments and supporting authorities on each point, thereby assisting the Court in its adjudication.

Second, **Mr. Williams is a pro se litigant**, which presents additional considerations. Unlike an experienced attorney, Mr. Williams does not have formal legal training or support staff to help refine and condense complex legal arguments. He has made diligent efforts to keep his brief succinct, but due to his lack of professional legal experience, it is more difficult for him to compress intricate issues into the concise prose expected of seasoned counsel. The Supreme Court has long instructed that filings by *pro se* parties are to be held to “less stringent standards than formal pleadings drafted by lawyers.” *Haines v. Kerner*, 404 U.S. 519, 520 (1972). While Mr. Williams fully understands that he must follow the Court’s procedural rules, this principle recognizes that some leniency and flexibility are appropriate to ensure that *pro se* litigants can adequately present their claims. Granting

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1 an enlarged page limit is a reasonable accommodation that will enable Mr. Williams to articulate his  
2 positions clearly and completely, commensurate with his abilities. In short, allowing a 55-page  
3 memorandum helps level the playing field so that Mr. Williams's arguments receive fair  
4 consideration on the merits, rather than being curtailed by inexperience.  
5

6  
7 Third, permitting an oversized brief will **not prejudice any party** and will serve the interests  
8 of justice. Mr. Williams's request is limited—a 10-page extension (approximately a 22% increase  
9 over the standard limit)—for the sole purpose of fully addressing the complex issues presented by the  
10 January Orders. The existing parties will have ample opportunity to respond to Mr. Williams's  
11 arguments within the normal page limits for oppositions, or they may seek a similar extension if  
12 necessary. No deadlines will be adversely affected; Mr. Williams is bringing this motion at the earliest  
13 possible juncture, before filing or even finishing his substantive brief, in accordance with the proper  
14 procedure for requesting additional pages. Granting this motion will also aid the Court by ensuring  
15 all relevant issues are comprehensively briefed. It is preferable for the Court to have a full discussion  
16 of the jurisdictional questions and substantive law, even if it requires extra pages, than to force a *pro*  
17 *se* litigant to omit critical arguments or authority. In analogous cases, courts have granted leave for  
18 briefs longer than the default limit where doing so allowed the party to adequately address numerous  
19 arguments raised in the case. See, e.g., *Ass'n of Am. Physicians & Surgeons, Inc. v. Sebelius*, 901 F.  
20 Supp. 2d 19, 20 (D.D.C. 2012) (Case No. 1:10-cv-00499, Dkts. 14, 30, 34, 41, 43, 44) (granting  
21 motions for additional pages due to breadth of issues).  
22  
23

24  
25 Finally, Mr. Williams's request is made **in good faith** and not for purposes of delay. He does  
26 not seek to burden the record with unnecessary material; to the contrary, he has edited and streamlined  
27 his draft as much as possible. Despite these efforts, his memorandum remains over the 45-page cap  
28

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1 due to the genuine necessity of covering multiple issues of importance. Mr. Williams respectfully  
2 submits that the importance of a thorough briefing on these issues outweighs the general preference  
3 for brevity in this instance. Granting this motion would be consistent with the practice of allowing  
4 longer briefs when justified by good cause, and it would demonstrate the Court's commitment to  
5 reaching a just outcome after full consideration of all arguments.  
6

#### 7 8 IV CONCLUSION

9 WHEREFORE, for the foregoing reasons, Intervenor Michael Williams respectfully requests  
10 that the Court grant him leave to file a Memorandum of Points and Authorities of **up to 55 pages** in  
11 length in support of his motion challenging the Court's Orders at Docket Nos. 29 and 30, exceeding  
12 the 45-page limit set by Local Civ. R. 7(e). A proposed order is submitted herewith for the Court's  
13 consideration in compliance with Local Civ. R. 7(c). Mr. Williams stands ready to file his substantive  
14 motion and memorandum promptly upon the Court's approval of this request, or as otherwise  
15 directed.  
16

17  
18  
19 Dated: March 20, 2025

Respectfully submitted,

21 /s/ Michael Williams

22 Michael Williams

23 PRO SE  
24  
25  
26  
27  
28

March 20, 2025

**CERTIFICATE OF SERVICE**

I hereby certify that on March 20, 2025, a true and correct copy of the foregoing Mr. Williams's Motion to Intervene was served, via CM/ECF, upon the following Counsel for Plaintiff History Associates Inc.:

- Eugene Scalia of GIBSON, DUNN & CRUTCHER, LLP at <escalia@gibsondunn.com>
- Denis Nicholas Harper of GIBSON, DUNN & CRUTCHER, LLP at <nharper@gibsondunn.com>
- Jonathan Charles Bond of GIBSON, DUNN & CRUTCHER, LLP at <jbond@gibsondunn.com>

I further certify that the same day, via CM/ECF, I served a copy upon Counsel for the Defendant, Federal Deposit Insurance Corporation:

- Andrew Jared Dober of Federal Deposit Insurance Corporation at <adober@fdic.gov>
- Lina Soni of Federal Deposit Insurance Corporation at <lsoni@fdic.gov>

Dated: March 20, 2025

Respectfully submitted,

/s/ Michael Williams

Michael Williams

PRO SE

March 20, 2025

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

**History Associates Incorporated;**

Plaintiff;

And

**Michael Williams;**

Movant &

Plaintiff-Intervenor;

v.

**Federal Deposit Insurance Corporation;**

Defendant.

Case No 1:24-cv-1857-ACR

**[PROPOSED] ORDER**

Upon consideration of Plaintiff-Intervenor's Motion for Leave to File Excess Pages, and for good cause shown, it is hereby ORDERED that:

1. The Motion is GRANTED.

2. Plaintiff-Intervenor is permitted to file a memorandum not to exceed fifty-five (55) pages in length, exclusive of exhibits, tables, and other materials permitted under the local rules.

IT IS SO ORDERED.

\_\_\_\_\_  
Date

\_\_\_\_\_  
HON. ANA C. REYES  
United States District Judge



Michael Williams <[REDACTED]>

**1:24-cv-01857-ACR: HAI vs FDIC - Meet and Confer Pursuant to Local Civ. R. 7(m)  
– Request for Consent to File Motion for Leave to Exceed Pages**

Soni, Lina D. <[REDACTED]>  
To: Michael Williams <[REDACTED]>

Fri, Mar 14, 2025 at 7:00 AM

Mr. Williams, thank you for your March 12, 2025 email. The FDIC takes no position on your motion to exceed the page limit.

Regards,

Lina

**From:** Michael Williams <[REDACTED]>  
**Sent:** Wednesday, March 12, 2025 12:00 PM  
**To:** Dober, Andrew J. <[REDACTED]>; Wood, Christine S. <[REDACTED]>;  
FDICCDocketClerk <[REDACTED]>; Soni, Lina D. <[REDACTED]>  
**Subject:** [EXTERNAL MESSAGE] Re: 1:24-cv-01857-ACR: HAI vs FDIC - Meet and Confer Pursuant to  
Local Civ. R. 7(m) – Request for Consent to File Motion for Leave to Exceed Pages

You don't often get email from [REDACTED]. [Learn why this is important](#)

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Dear Counsel,

I apologize, but it appears the attachment current table of contents was not uploaded. I've attached it again.

On Thu, Mar 13, 2025 at 2:58 AM Michael Williams <[REDACTED]> wrote:

**HISTORY ASSOCIATES INCORPORATED v. FEDERAL DEPOSIT INSURANCE CORPORATION**  
**Assigned to: Judge Ana C. Reyes**  
**Related Case: 1:24-cv-01858-ACR**  
**Cause: 05:552 Freedom of Information Act**

Dear Counsel,

Pursuant to Local Civil Rule 7(m) of the United States District Court for the District of Columbia, I am reaching out to meet and confer regarding Mr. Williams's forthcoming motion to exceed the page limit for his memorandum of points and authorities. Under Local Civil Rule 7(e), memoranda are limited to 45 pages. However, Mr. Williams anticipates needing up to 55 pages (double-spaced, with no footnotes) to address all potentially applicable theories

surrounding the Court's Orders at Dkts. 29 and 30, including issues of jurisdiction, the D.C. long-arm statute, service of process, the All Writs Act, venue, and subject matter jurisdiction.

Mr. Williams's motion to intervene was granted on March 12, 2025 (ECF No. 45), and he is preparing a thorough challenge to the ex parte order on both jurisdictional and substantive grounds. Because he does not yet know the precise statutory or doctrinal authority under which the order was issued, the legal discussion will necessarily address multiple potential bases of authority. The attached outline provides further details regarding the anticipated scope and complexity of the arguments, which exceed what can be fully presented within 45 pages.

Accordingly, Mr. Williams intends to file a motion seeking leave to exceed the page limit, requesting permission to submit a 55-page memorandum. I respectfully request your position on this matter and whether you will consent to such a motion. Please let me know at your earliest convenience.

Thank you for your time and cooperation, and I look forward to your response by Thursday, March 20, 2025, by 5 pm New York Time. Should we not hear from you and/or schedule a meeting by then, we will proceed with filing the motion and will include a statement indicating our good-faith attempt to meet and confer this matter per Local Civil Rule 7(m).

Sincerely,

Michael Williams

Attachment:

- Table of Contents/Outline of Memorandum

---

**Michael B. Williams**

[REDACTED]

[REDACTED]

USA Direct: [REDACTED]  
USA Toll Free: [REDACTED]  
AUS Direct: [REDACTED]  
AUS Toll Free: [REDACTED]  
Fax: [REDACTED]

[REDACTED] (High-Security Correspondence)

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Michael Williams <[REDACTED]>

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**1:24-cv-01857-ACR: HAI vs FDIC - Meet and Confer Pursuant to Local Civ. R. 7(m)  
– Request for Consent to File Motion for Leave to Exceed Pages**

---

Harper, Nick <[REDACTED]> Sat, Mar 15, 2025 at 7:43 AM  
To: Michael Williams <[REDACTED]>, "Scalia, Eugene" <[REDACTED]>, "Bond, Jonathan C." <[REDACTED]>

Michael,

History Associates does not object.

Thanks,

Nick

**Nick Harper**  
Partner

T: [REDACTED] | M: [REDACTED]  
[REDACTED]

**GIBSON DUNN**  
Gibson, Dunn & Crutcher LLP  
1700 M Street, N.W., Washington, D.C. 20036-4504

---

**From:** Michael Williams <[REDACTED]>  
**Sent:** Wednesday, March 12, 2025 11:58 AM  
**To:** Scalia, Eugene <[REDACTED]>; Harper, Nick <[REDACTED]>; Bond, Jonathan C. <[REDACTED]>  
**Subject:** 1:24-cv-01857-ACR: HAI vs FDIC - Meet and Confer Pursuant to Local Civ. R. 7(m) – Request for Consent to File Motion for Leave to Exceed Pages

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Sincerely,

Michael Williams

Attachment:

- Table of Contents/Outline of Memorandum

---

**Michael B. Williams**

USA Direct: [REDACTED]

USA Toll Free: [REDACTED]

AUS Direct: [REDACTED]

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Fax: +1.815-301-5570

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