

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

.....  
HAROLD WEISBERG,

Plaintiff,

v.

U. S. DEPARTMENT OF JUSTICE,

Defendant.  
.....

CA 75-1996

AFFIDAVIT

My name is Harold Weisberg. I reside at 7627 Old Receiver Road, Frederick, Maryland. I am the plaintiff in this case.

1. Three days after I completed the first part of an affidavit addressing defendant's bad faith (my previous affidavit), I received from my counsel a copy of Defendant's Supplemental Memorandum In Opposition to Motion to Pay Consultancy Fee (the Memorandum). What defendant seeks to do in this Memorandum completely confirms the forecast of my previous affidavit, that the many and various dirty tricks pulled by Mrs. Lynne Zusman when she was deposed were deliberate, were intended to prejudice, were deliberately nonresponsive and fabricated for ulterior purposes, and for the most part are simply untruthful.

2. In this affidavit I address the additional bad faith of the Memorandum, its unfactual and less than honest character, faults that examination of the case record reflects are not accidental and are defendant's policy and practice.

3. I will be caused additional delay and my counsel and I have additional time pressures in filing this affidavit because of another manifestation of defendant's bad faith, refusal to abide by the directive of the Court that copies of all pleadings be sent directly to me. From the time the Court so directed defendant's counsel, and he agreed, to now, I have not received a single filing directly from him.

4. This also is not accidental and it is not the only refusal by defendant's counsel to do as directed by the Court, although he said he would. Until present defendant's counsel was assigned to this case, because of my distance

from Washington, impaired health and delays in the mails, I had an arrangement with all defendant's counsel in all my cases for copies of all filings to be sent directly to me. I offered to pay the costs but was declined and defendant did do that, in all cases. Once present defendant's counsel was assigned to this case, he terminated that practice and refused to reinstate it even when I offered again to pay the costs. This also was then done by the other defendant's counsel in the other cases, even though I told them I would pay all costs. It thus appears that the practice is concerted, is policy, and regardless of the instruction and desire of the Court, defendant's stonewalling and obstructive policies prevailed and continue to prevail.

5. When the defendant in an FOIA case is less than completely honest, and even more, when such a defendant is dishonest, the plaintiff is at a considerable disadvantage because the courts tend to give weight to official affidavits. The plaintiff also faces a Hobson's choice, between what nobody wants, a long affidavit in which he addresses all he can address and a short affidavit that, while avoiding length, risks having the defendant prevail because the Court accepted a representation he did not address. In the past I have opted for the long affidavit and the record is clear: defendant ignores them because he cannot dispute me on matters of fact.

6. As I indicate in my previous affidavit, defendant appears to assume that the Court would accept unquestioningly whatever defendant states and would ignore anything I file. With my record in this and all other cases, it cannot be believed that defendant would not assume that I would check defendant out. This indicates that defendant is not concerned that I might prove defendant's representations and statements to be misleading, deceptive and untruthful. In doing this, I was greatly assisted by the Memorandum, which directed me to these proofs. They appear below.

The Memorandum's Misuse of Mrs. Zusman's Deposition Testimony

7. The Memorandum draws heavily upon what my previous affidavit shows are Mrs. Zusman's false and defamatory evasions and digressions. In each and every instance cited below, she was not responding to the question asked. In each case she contrived these untruths and misrepresentations, whether or not in collaboration, for the improper uses now made of them by defendant. This was so obvious that, without knowledge of the Memorandum, I was able to forecast it in my previous affidavit.



8. The Memorandum extends this, as I show below, to call "into serious question" the good faith of this Court.

9. On page 4 the Memorandum quotes her testimony that "There was no agreement entered into." (Page 2) This is repeated in different formulations in this Memorandum. The unquestionable fact is that an agreement was entered into in chambers. That is the only reason Mrs. Zusman arranged for the in-chambers conference, as I detail in my previous affidavit. There is no question but that I began work immediately, reported progress and problems to defendant immediately, including to Mrs. Zusman, and I was never told to stop because "there was no agreement entered into." When I filed my consultancy report, it was not returned to me with any claim that "there was no agreement entered into." In fact, as my previous affidavit states, Mrs. Zusman herself told the Court what the FBI was to do after my consultancy report was received. William Schaffer, Mrs. Zusman's superior, confirmed existence of the agreement in open court, when he offered to pay me at a rate neither the court nor I would accept. This was repeated thereafter by Ms. Betsy Ginsberg, also in open court, after she became counsel of record. The plain and simple truth is the claim that there was no agreement was cooked up long after I filed my consultancy report and on deposition Mrs. Zusman just made up what seemed to be expedient in what now is a clear effort to defraud me.

10. (Checking the Memorandum's citations discloses additional proof of Mrs. Zusman's untruthfulness in testifying that she was never counsel of record in this case, one of the knowingly untruthful means by which she pretended to be without any responsibility. In my previous affidavit I quoted what she stated at the March 7, 1978, calendar call, that she would be succeeded by Ms. Betsy Ginsberg. I now find that she also appeared "on behalf of the defendant" at the May 24, 1978, calendar call.)

11. At this point (page 4) the Memorandum also quotes the fabricated defamation that my counsel and I "both have been very manipulative in this whole thing." If ever there was a case of the victim being denounced for the rape, this is it. As my previous affidavit states, I resisted agreeing to become defendant's consultant in my lawsuit against defendant; on behalf of defendant, Mrs. Zusman arranged the exceptionally hurried in-chambers conference; there, in the presence of several other lawyers in defendant's employ, she pressured the Court to have me

agree to be defendant's consultant; despite the many handicaps created by defendant, despite complete nonresponsiveness, I did what defendant asked me to do; it was of considerable value when used by the Director of FOIPA appeals; only to be accused of being "very manipulative" and "trying to capitalize." This is outrageous and it is indecent.

12. Mrs. Zusman's gratuitous insult, that I am mentally ill - which, no doubt, is why she, personally, saw to it that I would be defendant's consultant - is quoted on page 5: "I have no idea of what your client's understanding of reality was, either as it pertains to the facts concerning this matter at litigation or anything else." I address this disgusting slur to avoid response in my previous affidavit.

13. This Memorandum, in its obviously preplanned continuation of the same baseless campaign of personal vilification, manages to rebut Mrs. Zusman's and defendant's false claim that I was to have prepared no more than a list when (at the end of the footnote on page 2) it refers to my "alleged research." This formulation is to avoid what defendant has yet to acknowledge, that I provided my consultancy report, defendant did not return it, and it was of considerable use to defendant's appeals office. Because the dishonest purposes of the Memorandum would not be served by admitting the truth, it resorts to this device. This also suggests, as Mrs. Zusman stated forthrightly and untruthfully, that my work as defendant's consultant was no more than my usual work. It was not. My research is an entirely separate matter. ~~It~~ <sup>It</sup> has stacked up rather well on questions of fact in contention with this defendant in this and all other cases. However, at this point, the representation of what I was to have done under the consultancy states the opposite of what Mrs. Zusman swore to. The rest of the quotation is "alleged research clarifying his own allegations against the Department of Justice." The Memorandum here admits the phoniness of defendant's present claim that I was to have submitted a "non-narrative list" of records only. A list only can "clarify" nothing. Nor is any "research" usable in a "non-narrative list." Thus the Memorandum itself states that I was to have done more than prepare a mere list because I was to provide information explaining the impropriety of the withholdings, what for ulterior purposes is referred to as "research."



The Memorandum Makes Unfactual and Untruthful Statements

14. The Memorandum repeats the claims that "no official was ever authorized to make a contract on behalf of the Department of Justice with Mr. Weisberg" and "no Justice Department official, with or without contractual authority, ever purported to enter into a contract with Mr. Weisberg." (page 2) There is no question but that Mr. Schaffer first asked me to become the Department's consultant and offered to pay me what he referred to as the going rate. There is no question but that Mrs. Zusman, accompanied by the AUSA and FBI representatives, pressed the Court as much as she could to have me agree to be ~~the~~ Department's consultant and promised I would be paid "generously." There is no question but that I did agree. There is no question but that along with complaints about defendant's nonperformance I began to report progress immediately. There is no question but that Mrs. Zusman herself informed the Court on March 7, 1978, that I had begun. There is no question but that on several occasions counsel of record and Mr. Schaffer confirmed the existence of a contract by offering to pay me for my work, only at a rate the Court and I would not accept. The only real question, if the Department really believes that a number of its lawyer employees, Mrs. Zusman, Mr. Schaffer and others, undertook such obligations without authority, <sup>is</sup> why the Department has not filed charges against them. It is incredible that, with the Court party to the matter and knowing full well that as a result of its efforts I did agree to the offer; and with the Court, without contradiction, having repeated this and other such confirmations of the existence of the agreement, that such a brazen false representation would be made. It likewise is incredible that not until I demanded overdue payment was this hoked up. The Court was never disputed on this. None of my letters were answered or disputed, and if the Department actually believed I was making it all up, or being "manipulative," in Mrs. Zusman's words, I was never written to and told this. Nor, when my counsel's letter was replied to, was he.

15. The Memorandum engages in untruthfulness on its own in an effort to hide the fact that pertinent discovery records were long withheld from me. It states in the footnote on page 3 that, "Certain records sought by Weisberg's counsel were in the possession of Government counsel and were produced shortly after they were requested without formal discovery." It is my impression that I subpoenaed them several times, from 1978 to 1982, and all those times they were withheld. They also

were not provided when the Court directed that they be provided. It is no coincidence that these withheld records are inconsistent with defendant's present representations. They even reflect the fact that I was to have been provided with assistance and was to have been repaid for authorized expenses incurred. This is entirely inconsistent with the false claim that there never was any agreement.

16. The Memorandum repeats Mrs. Zusman's slur about my alleged claim to official persecution, anti-Semitism and the ruin of my poultry farm, addressed in my previous affidavit. Here, however, it is footnoted to what is not in the Zusman deposition or in any other record in this case. The Memorandum refers to "his many disagreements with the Government over the years." It also states what Mrs. Zusman did not state, that I was "forced out of the State Department." These indicate that counsel drew upon defamatory FBI records, some entirely fabricated, as my previous affidavit states. These quotes certainly are not among Mrs. Zusman's contrived defamations.

17. All of this is prelude to another misrepresentation of what Mrs. Zusman actually testified to when she could no longer divert, digress and evade. The Memorandum quotes only her improper responses, her fabrications. However, as my previous affidavit reflects, when she was pressed by my counsel and required to make direct response, she did not say anything like that I am "simply unreadable." My counsel read her portions of the letter supposed to be attached to the Memorandum as its ~~own~~ exhibit. (It is not.) See Paragraphs 19ff. below) She admitted that each thing she was read was quite comprehensible and she could not and did not specify anything in it that she did not understand. (Of course, defendant has never asked me to explain or rephrase anything.) This selective use of the Zusman deposition, quoting only her contrived fabrication that she had to and did correct, is less than honest. From my extensive experience I believe it is not accidental.

18. As part of this defamation fabricated for purpose of defrauding me, this Memorandum also quotes Mrs. Zusman as stating that I am "not able to meaningfully communicate." This also is one of her nonresponsive throw-ins, on which more below. I address this also in my previous affidavit because it is obvious that she would not have pressed to have me be defendant's consultant if she really believed it.

19. All of this is prelude to the false representation of my letter quoted from Mrs. Zusman, that it is disorganized, confused and not easily comprehended.



This Memorandum expands her admitted untruth to have it mean that "besides being difficult to read, the letter indicated that the writer was not interested in constructively working on any project with the Department of Justice." "I don't know what the throw-in "constructively" can mean or, if anything, was intended to mean. It is used to imply that I was not performing under the consultancy agreement when the exact opposite is true of that letter and the others. To emphasize this, this Memorandum quotes how its one exhibit "begins," which is not how it "begins" at all. Defendant's counsel apparently assumed that the Court would not read the rather poor copy of an original which is its only attachment, for it also pretends that there is no basis for what is quoted in the footnote on page 6, "There has been more than enough time for you to have responded to my last letter if you sent it by some of the FBI's tame FOIA snails. That you have not, in my view, bears on the Department's and your personal good faith in this matter of my involuntary servitude all of you imposed on me in this matter by <sup>misr</sup>~~misr~~representing to the judge."

20. Why the Memorandum has as an exhibit a letter not quoted but not the one quoted is not explained. If it were attached it would be clear that representations made about it are not factual. However, it is clear that what Mrs. Zusman said about it, quoted like scripture in the Memorandum, is deliberately false. The letter is quite comprehensible. I have reread it, as the Court can, and there is nothing in it that is "unreadable," "disorganized" or "confusing." It begins reflecting the existence of the agreement, with Mrs. Zusman in charge, and complaining that it had taken two weeks to get any kind of response to a simple question from her. She finally told my counsel "to forget about John Dugan's concern about the tapes I am to send getting lost in the internal mail, to just send them to her. I return to this later, saying that, from their nonperformances and nonresponsiveness, "I have my own apprehensions about your (plural) good faith." With regard to "Dugan's legitimate apprehension over what can happen to an only tape in the mails," I reported, "I will not be mailing any tape until I have been able to make a dub to protect against loss or other contingency. As of Thursday my auxiliary tape recorders had not been picked up by Sony (from our local store) for repair."

21. I reported how far my review had progressed, how many hours it had taken and, based on that, estimated how many more it would require. Next I told Mr. Schaffer, "I am awaiting some tangible evidence of good faith." I cited as the

first of "many available" evidences of other than good faith the fact that "you personally have not informed me of the compensation I am to receive." I added that while he had told me "the rate for consultancies I have no idea what that is."

22. "This is an unusual situation you have created," I wrote, "in part by misrepresenting to the judge that I had refused to be your consultant in my suit against you." But, I continued, "I had in fact said and written you that I would, upon demonstration of good faith, beginning with the FBI's responses where it could respond." I concluded this subject with what leaves absolutely no doubt about the fact that I was acting as defendant's consultant. "While I do not like the situation and do feel, based on my experience since your initial offer, that this is merely another device for stalling me and misleading the judge, I have proceeded in good faith and this will continue."

23. In the light of this language, that despite my many misgivings I not only "have proceeded in good faith" but that "this will continue," it is apparent that any contrary representation by defendant and by Mrs. Zusman is consciously and deliberately false. I am quite specific in stating that I have performed and will continue to perform under the consultancy even though "I do not like the situation" and regard it as "merely another device for stalling me and misleading the judge."

24. With regard to the misleading of the Court, this letter is specific. Mrs. Zusman told the Court that "I had refused to be your consultant" when "in fact I had said and written you that I would, upon demonstration of good faith, beginning with the FBI's responses where it could respond."

25. To understand the rest of what I reported it is necessary to recall that first Mrs. Zusman and then she and Mr. Schaffer told my counsel and me essentially what they had admitted to the Senate, that I had reason to complain about the FBI's deliberate noncompliance, particularly about the ignored 25 requests in the record of this instant cause, and that the Civil Division was determined to do something about it. I called this and a number of other matters to Mr. Schaffer's attention, and reminded him that I had heard nothing more about them. I reminded him in this connection "that your own division has yet to comply with my PA request of two years ago," and of the other continuing noncompliances in this instant cause. I referred to the latter in which, with regard to withheld Civil Rights



Division (CRD) records, I was told that the final administrative appeal left me no alternative to suit. I reminded him that he and Mrs. Zusman both had told me they wanted to avoid unnecessary litigation and that my options had been eliminated by defendant. I warned him that this could be embarrassing and, again in my role as defendant's consultant, "you will be hard put to find a case you will want to defend less than one in which Civil Rights is defendant. I am not going to take time to spell it all out because when I have in the past I have not even had acknowledgment. I meet my obligation to you, I believe, when I inform you. I offer the opinion that in this case it may be particularly embarrassing." (Here again, there is no possibility of misunderstanding. I had accepted the consultancy and was performing under it.)

26. Defendant did not see fit to let the Court know that I had been asked, as part of the consultancy, to help defendant avoid unnecessary litigation. This is consistent with defendant's failure to make a single truthful representation about it. Quite aside from the major purpose, relating to noncompliance in this instant cause, if defendant had heeded the advice I gave on ~~CRD's~~<sup>OPD's</sup> noncompliance, two lawsuits would have been prevented and a considerable amount of time for defendant, defendant's lawyers and the courts would have been saved. However, as defendant's record and my extensive personal experiences reflect, this is quite the opposite of defendant's real FOIA intention. It is another evidence of bad faith that defendant forces unnecessary litigation and then bewails the cost in time and money. These deliberately wasted costs are part of the campaign to gut the Act.

27. When Mrs. Zusman swore, as she did swear and as the Memorandum pointedly quotes her as swearing (on page 5) with regard to my letters, "I have no understanding of what your client's understanding of reality was, either as it pertains to the facts concerning this matter at litigation, or anything else;" and when ~~she~~ additionally swore, as the Memorandum quotes her as swearing at the same point, that what I wrote is "disorganized" and "confusing;" when she employed language that defendant's counsel paraphrased as "simply unreadable," she swore to what she knew was not true. The letters themselves, in her hands and those of her counsel, leave no doubt on this score.

28. Because the Memorandum infers that there is something wrong with my

reference to "the FBI's tame FOIA snails," I note that this letter includes examples of long and unnecessary delays by FBI FOIPA. I note that four and a half years after that letter, and not counting all the other documents originally withheld and later disclosed in this instant cause, I received a single pertinent record of some 6,000 page.

29. The Memorandum concludes by saying that I claim I was "misled by Department of Justice officials into believing that there was a contract to perform consultancy work for the Government" by claiming that this is not "credible" and by saying that therefore "Weisberg's own good faith must, instead, be called into serious question." In making this allegation the signatories to the Memorandum also call into "serious question" the good faith and integrity of the Court. My position is and always was that there was a consultancy agreement and that I performed as agreed to. The Court on several occasions said there was an agreement and held that there was in ordering that I be paid. The baseless attack on me and my integrity therefore also is an attack on the Court and its integrity.

30. To underscore this, the Memorandum has a footnote which begins by stating that "On April 7, 1982, Mr. Weisberg was informed in writing of the Department's position that no contract had been formed." This means that it took the Department five years to "inform" me of what is not truthful. It also is claimed that defendant made the "point" that there was no consultancy at the "hearings" of May 12, May 24 and June 26, 1978, given as June 24 in the Memorandum. Consistent with virtually 100 percent of defendant's allegations, this is not the truth.

31. At the May 17 status call defendant's counsel said of the consultancy that it "was not apparently agreed to until some time in January at which time this whole controversy about the rate of the fee for the consultancy arose." This acknowledges that there was an agreement. The January date is a fiction, as the Court noted in correcting Ms. Betsy Ginsberg, saying that "it was agreed to in this Court's chambers." Ms. Ginsberg said, "in part, I think your honor is quite correct. However, there is correspondence from the other side that indicates it wasn't -- it was agreed to, but it wasn't firmly agreed to." She then said that they had decided to ~~pay~~ pay me \$30 an hour and the Court found that figure inadequate.

(Pages 4-5)



32. Ms. Ginsberg's representation that my letters reflect other than an agreement is not true. I specifically said that despite misgivings I had been performing and would continue to perform.

33. At this point I digress to state that in this exchange the Court gave the lie to another of defendant's interminable fabrications, that I was to go over every document again? "I don't believe he is going to raise the question as to each document, is he?" (page 7) The Court's recollection of what was agreed to in chambers is correct. It also is in accord with that I wrote defendant. My counsel then gave an accurate account of what was to have been included in my report.

34. At the May 24 status call Mr. Schaffer, having dodged the subpoena by having the marshals lied to, as I detail in my previous affidavit, confirmed that an "agreement" and a "contract" were "offered" and he confirmed the \$30 offer. He added of the meeting at which he made the offer, "No rate was discussed at that meeting and no other details of the contract." He testified that "there were subsequent discussions between Mr. Lesar and Mrs. Zusman on the subject" of these other details. He followed this up with a voluntary admission that I am worth much more. (Pages 2-3) This is an admission that there was the "agreement" or "contract," both his words, and that there were subsequent discussions of its provisions, which there most assuredly were, on November 21, 1977.

35. Mr. Schaffer appeared without the subpoenaed records. Details of the subpoena ducking appear on transcript pages 10-11.

36. That the offer was made and accepted is stated by the Court on Page 6. The Court then gave defendant two options, paying me or "the whole department will have to comply with doing what they were required to do in the first place, forthwith. Now, take the choice." (Page 6) After this the Court stated, "can't we ... not have the government welch on the deal?" (Page 7) Obviously, if there is no "deal" it cannot be welched on.

37. Defendant had to spend much time searching the voluminous transcripts - and ignore and misrepresent very much - to find the Court's comment on June 26, 1978, misrepresented as meaning that the consultancy/had "come apart." Any reading of the transcript discloses that what the Court was referring to is not the agreement but defendant's nonperformance. The question was of "just an endless number of these instances of unjustifiable withholdings," what my consultancy

report reflects. (Page 4) My counsel is followed by defendant's counsel, who represented she was "hoping we could get" from me "specific deletions and that we could sit down and talk about them." (Page 6) She claimed what is not true, that I had never provided this. I did, in letters and conferences with the FBI and at that time in the consultancy report. In correcting her (on page 7) my counsel informed the Court I also had done this in the consultancy. It is the deletions, not the agreement, and my counsel's statement that providing the "particular things" to which the Court referred "was the object of the consultancy," that the Court addressed in saying, "I know it was and that fell apart."

38. Even if this were not true and even if in the Court's opinion the consultancy agreement "fell apart," there still was the agreement, I did perform as I was to have performed under it and I provided my consultancy report.

39. There also is no doubt that the Court was referring to the deletions and withholdings from what immediately follows in the transcript, the Court's statement that I had "a burden to indicate what" deletions I was "objecting to." (Page 7) My counsel's response states that "the pattern is overwhelming that page after page contains unjustifiable deletions, deletions that were made in defiance of this Court's verbal order ..." He then stated that I had provided my consultancy report and that he had "just reviewed the first 164 pages ..." and it "is massive and overwhelming." (Page 7-8) This, of course, is why defendant must make unfactual and dishonest claims and allegations, because my consultancy report is "massive and overwhelming" on improper and unjustifiable deletions and withholdings.

40. That calendar call was on deletions and withholdings. Defendant's counsel stated what is not true, that I had not provided information pertaining to deletions and withholdings. My counsel corrected her in detail, even providing examples from what he had at hand illustrating these improper withholdings. The Court stated, "The Court does not think they have indicated good sense in their utilization of exemptions," particularly because "The Attorney General has said that he is treating it as an historical situation." The Court added, "Apparently the people searching these have not realized that." (Page 17) The Court then suggested, "You can sit down together and decide something to try to get these matters ironed out." (Page 17) That defendant did not do because I had provided "massive" and



"overwhelming" proofs already. Defendant's counsel's response was again deceptive and misleading, "What we need is exactly" that, "we need that information. ... But we have never gotten" it. (Page 18) This, too, was untruthful as my counsel immediately pointed out. He stated that I had provided this information and that in addition he had provided a listing of them prepared by a student, referred to in my previous affidavit. He described it and stated, "We gave them that. No response. None whatsoever." The immediate response of the Court was, "I will expect a response to that document ... we will want some answer in 30 days at the outside." (Page 19) When those "answers" were provided under oath by FBI FOIA Supervisor SA Horace P. Beckwith, as I recount in my previous affidavit, they were so blatantly dishonest, including even fake documents, the Court banished SA Beckwith. (No additional "answers" or response of any kind, no withdrawal of what I believe is perjury, ever followed.)

41. Rather than saying that the consultancy agreement had "come apart," the Court had just informed my counsel that my consultancy fee could be included in his counsel fees when he presented them.

2

42. It is apparent that the Memorandum was not provided in good faith; that it is another display of the bad faith that I have documented throughout this long and costly case; that it misrepresents and states what is not true; and that it is intended to be prejudicial. Rereading the three transcripts cited in the Memorandum provides a vivid reminder of the persistency with which defendant's counsel misrepresented and said what is not true to the Court. If the Court, trusting defendant, had not been told what is not true, defendant would have been required to reprocess the MURKIN records long ago. This is what Mr. Shea testified was necessary. Defendant also would have been compelled to make the searches then and since not made. In an internal memorandum now in the case record Mr. Shea accused the FBI of being untruthful to the Court and to me and of not making proper searches. This memorandum, also in bad faith, was withheld from me under spurious claim to exemption but was provided to another litigant. Without defendant's bad faith throughout this case - attested to by defendant's own Director of FOIPA appeals - it would have ended long ago and the country and history would have been better served.

---

HAROLD WEISBERG

FREDERICK COUNTY, MARYLAND

Before me this 16th day of August 1982 Deponent Harold Weisberg has appeared and signed this affidavit, first having sworn that the statements made therein are true.

My commission expires July 1, 1986

---

NOTARY PUBLIC IN AND FOR  
FREDERICK COUNTY, MARYLAND