

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

DALLAS COUNTY, TEXAS,

Plaintiff,

v.

ROBERT F. KENNEDY, JR., Secretary,
United States Department of Health and
Human Services, et al.,

Defendants.

Case No.: 25-4242 (CRC)

**REPLY IN SUPPORT OF DEFENDANT’S OPPOSED MOTION TO STAY
PROCEEDINGS**

Defendants, Robert F. Kennedy, Jr., Secretary, United States Department of Health and Human Services, United States Department of Health and Human Services, Jim O’Neill, Acting Director, Centers for Disease Control and Prevention, by and through undersigned counsel, respectfully submit this reply in further support of their request that the Court stay litigation and all proceedings in this matter until the D.C. Circuit Court of Appeals issues an opinion in *Climate United Fund v. Citibank*, D.C. Cir. No. 25-5122. In support of this motion, Defendants state as follows:

As a preliminary matter, Plaintiff’s opposition to the proposed stay acknowledges both parties have briefed extensively on whether the Tucker Act divests this Court of jurisdiction of the Plaintiff’s claims. *See* Pl. Rsp. Br. (ECF 17) at ¶ 2. Additionally, Plaintiff explicitly acknowledges that its claims mirror those in *Harris County, Texas v. Kennedy*, 786 F. Supp. 3d 194, 216 (D.D.C. 2025) and that this Court order that matter stayed pending an opinion in *Climate United Fund*. *Id.* at ¶¶ 5-6.

Plaintiff argues that staying this matter pending an opinion in *Climate United Fund* is unnecessary because that opinion would not significantly impact this case. In support, Plaintiff adamantly maintains that its claims are not monetary; yet both its claimed injury and relief sought are monetary. *See* Compl. (ECF 1) ¶¶ 56, (A)-(F). Moreover, Plaintiff asserts that the Tucker Act, 28 U.S.C. § 1491 *et seq.*, has no bearing on its claims because Plaintiff does not have a contractual relationship with the Defendants, only with the State of Texas. *See* Pl. Rsp. Br. (ECF 17) at ¶ 7. But *Climate United Fund* precisely deals with contractual claims dressed up as claims brought under the Administrative Procedure Act and the Constitution, the precise argument raised by Defendants here. *See* Def. Mtn. to Dis. (ECF 11-1) at ¶¶ 10-12. Plaintiff confuses where the claims should be filed with whether such claims have merit, and Defendants maintain that the answer to the latter rests wholly with the Court of Federal Claims.

Plaintiff also argues that a stay is improper because “the performance period for the County’s contract with the Texas Department of State Health Services for the funding” expires in July 2026. *See* Pl. Rsp. Br. (ECF 17) at ¶ 10. Therefore, in the event this Court does not grant the relief sought prior to expiration of Plaintiff’s contract with Texas, this litigation may become moot. *Id.* This argument is unpersuasive for two reasons. First, Plaintiff’s contract was terminated by Texas on March 25, 2025. *See* Compl. (ECF 1) ¶ 52. Second, by Plaintiff’s own calculation, because it has no contract directly with the Defendants, enforcing a term such as the performance period, is a matter between Plaintiff and the State of Texas. Thus, even if the Court were to rule for Plaintiff in this matter, restoring funding to Plaintiff would be a matter for the State of Texas to determine, which is not a party to this case and cannot be compelled to contract with Plaintiff.

WHEREFORE, Defendants respectfully request that this Court stay all proceedings until the D.C. Circuit Court of Appeals issues an opinion in *Climate United Fund v. Citibank*, D.C. Cir. No. 25-5122.

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Dated: March 13, 2026

Respectfully submitted,

/s/ Zachary J. Krizel
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