UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

EASTERN DIVISION

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO *et al.*,

Plaintiffs,

v.

RUSSELL VOUGHT, in his official capacity as Director of the Office of Management & Budget, *et al.*,

Defendants.

Case No. 26-cv-2656
Honorable Judge John F. Kness

PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION AND STAY UNDER 5 U.S.C. § 705

For the reasons outlined in the accompanying memorandum of law, Plaintiffs American Federation of State, County, and Municipal Employees, AFL-CIO and American Federation of State, County, and Municipal Employees Council 31 (collectively "AFSCME") respectfully ask this Court to grant a preliminary injunction enjoining Defendants U.S. Centers for Disease Control and Prevention ("CDC"), the U.S. Department of Health and Human Services ("HHS"), and the Office of Management and Budget ("OMB"), and their officers from implementing an OMB directive that commanded federal agencies to cut, terminate, or otherwise withhold funding to Illinois, California, Colorado, and Minnesota, as well as the CDC's announcement of its plans to terminate numerous public health grants to those states in accordance with that directive. Plaintiffs also respectfully ask this Court to stay these actions pursuant to 5 U.S.C. § 705.

Counsel for Plaintiffs contacted counsel for Defendants via email for Defendants' position in this motion and a potential briefing schedule but received no response. Plaintiffs will separately file a statement describing Plaintiffs' proposed briefing schedule on the docket.

Date: March 25, 2026

/s/ *Joel McElvain*

Joel McElvain (DC Bar No. 448431)
Shiva Kooragayala (IL Bar No. 6336195)
Kristen Miller (DC Bar No. 229627)*
Cortney Robinson Henderson (DC Bar No. 1656074)*
Yenisey Rodríguez (D.C. Bar No. 1600574)*
DEMOCRACY FORWARD FOUNDATION
P.O. Box 34553
Washington, DC 20043
(202) 297-4810
jmcelvain@democracyforwward.org
skooragayala@democracyforward.org
consultantkmiller@democracyforward.org
crhenderson@democracyforward.org
yrodriguez@democracyforward.org

Matthew Blumin (DC Bar No. 1007008)*
Georgina Yeomans (DC Bar No. 1510777)*
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME)
1625 L Street NW
Washington, DC 20036
(202) 775-5900
MBlumin@afscme.org
GYeomans@afscme.org

Counsel for All Plaintiffs

**Admitted Pro Hac Vice*

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MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION AND 705 STAY

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INTRODUCTION

The Trump-Vance administration is once again attempting to punish residents of Democratic-led states for their perceived political views. Following the President's explicit calls to punish so-called "sanctuary jurisdictions," the Office of Management and Budget ("OMB") issued a directive to cut funding to Illinois, California, Colorado, and Minnesota (the "Targeted States") (the "OMB Targeting Directive"). The U.S. Department of Health and Human Services ("HHS") accordingly announced that it would terminate over $600 million dollars' worth of public health grants awarded by the U.S. Centers for Disease Control and Prevention ("CDC") (the "CDC Grant Termination Decision"). HHS then used artificial intelligence to hastily and sloppily contrive a *post-hoc* and pretextual rationale for terminating the critical public health funding only in the four Targeted States. HHS provided no public explanation for its decision to terminate the grants other than that they vaguely "no longer aligned with agency priorities."

These grants support critical public health programs that are staffed by members of Plaintiffs AFSCME and AFSCME Council 31. Defendants' actions, if they go into effect, will prevent Plaintiffs' members from doing their essential work of protecting the public health of their communities and our country. This will pose existential threats to the jobs and livelihoods of Plaintiffs' members who engage in work funded by these grants. The OMB Targeting Directive and the CDC Grant Termination Decision also weaken the Plaintiff unions themselves, as a loss of membership resulting from layoffs and financial distress for public health employers will both reduce their bargaining strength.

The Administrative Procedure Act ("APA") does not permit the actions of OMB, HHS, or the CDC. The OMB Targeting Directive and the CDC Grant Termination Decision are neither rational nor reasonably explained, as they stem from political animus. The federal agencies acted arbitrarily by failing to consider the procedures that they were obligated to follow, whether any

alternative could address Defendants' concerns, or the important reliance interests at stake, among other things. For similar reasons, Defendants violated the Equal Protection Clause, as incorporated into the Fifth Amendment of the U.S. Constitution, by intentionally treating the residents of the Targeted States, including Plaintiffs' members, differently from the residents of other States that receive substantially similar public health grants from the CDC. Because Defendants took these actions on the basis of the perceived political views of the residents of the Targeted States, they violated the First Amendment as well.

The Court should grant a stay pursuant to 5 U.S.C. § 705 and a preliminary injunction against the implementation of the OMB Targeting Directive and the CDC Grant Termination Decision to prevent irreparable harm to Plaintiffs. Defendants will suffer no meaningful harm from continuing to disburse federal grants as they are legally required to do, and the public will only benefit from an orderly and lawful process to use funds for which they qualify.

BACKGROUND

I. Trump-Vance Administration's Pattern of Punishing Democratic-Led States and their Residents

Since taking office, the Trump-Vance administration has repeatedly targeted perceived political enemies "with threats of investigations or penalties, including freezing federal funds" to coerce submission to the Administration's positions on immigration and other issues. Peter Eisler, Ned Parker, Linda So & Joseph Tanfani, *Trump's campaign of retribution: At least 470 targets and counting*, Reuters (Nov. 26, 2025), https://perma.cc/8C7D-CWA4.

For example, immediately upon taking office, President Trump issued an executive order directing the Secretary of the Department of Homeland Security ("DHS") to "ensure that so-called 'sanctuary' jurisdictions," referring to states and localities that the administration disagrees with on immigration policy, "do not receive access to Federal funds[.]" Exec. Order No. 14159, § 17,

90 Fed. Reg. 8443, 8446 (Jan. 20, 2025). Then in April 2025, the President issued another executive order that directed "the head of each executive department or agency … in coordination with the Director of [OMB] and as permitted by law, shall identify appropriate Federal funds to sanctuary jurisdictions, including grants and contracts, for suspension or termination, as appropriate." Exec. Order No. 14287, § 3, 90 Fed. Reg. 18761 (Apr. 28, 2025).

In October 2025, the Administration froze over $2 billion in funding for transit projects in Chicago. Julie Bosman, *White House Suspends $2.1 Billion in Funding for Chicago Transit Projects*, N.Y. Times (Oct. 3, 2025), https://perma.cc/LE66-FFJC. The same month, Defendant OMB Director Vought announced that the Department of Energy would terminate grants in sixteen Democratic-led states, including the four Targeted States. Russ Vought (@russvought), X (Oct. 1, 2025, at 2:09 PM ET), https://perma.cc/7YP9-QU4V. The Administration acknowledged in court that the "primary reason" for doing so was that the grantees were "located in [] 'Blue State[s]'" that "have recently elected Democratic candidates in state and national elections." Stipulation at 1, *City of Saint Paul, Minn. v. Wright*, No. 25-cv-03899 (D.D.C. Dec. 19, 2025), Dkt. 22-1.

In 2026, the Administration's retaliation against "blue states," including the Targeted States, only intensified. In January, the Administration "cut[] off more than $10 billion in social services and child care funding" to five Democratic-led states: the Targeted States and New York, which the President later confirmed on social media was a politically motivated decision. Josh Christenson, *Trump cuts off $10B in funding to five blue states for child care, social services over fraud fears*, N.Y. Post (Jan. 5, 2026), https://perma.cc/NEP3-SKJW; Donald J. Trump (@realDonaldTrump), Truth Social (Jan. 5, 2026, at 11:13 AM ET), https://perma.cc/PC25-

UDED.[1]

II. OMB Issues Directive to Freeze Federal Funding in Targeted States, Starting with Public Health Funding

In this latest episode, President Trump continues to deliver on public threats to withhold federal funding from Illinois, California, Colorado, and Minnesota, whom he perceives as his political foes. In a speech on January 13, President Trump did not parse words when declaring that he would cut off funding to "sanctuary cities or States" by February 1: "we're not making any payment to anybody that supports sanctuary cities." The White House, *President Trump Delivers Remarks to the Detroit Economic Club*, at 58:47 (Jan. 13, 2026), https://perma.cc/LC56-SCFD. He reiterated the message on social media and at a White House press conference days later. Donald J. Trump (@realDonaldTrump), Truth Social (Jan. 14, 2026, at 6:52 AM ET), https://perma.cc/AG96- 3B87; The White House, *Press Secretary Karoline Leavitt Briefs Members of the Media*, at 1:38:26 (Jan. 20, 2026), https://perma.cc/8VV6-AVCL. The record in *Illinois v. Vought*, No. 26-cv-1566 (N.D. Ill.)("*Illinois*"), shows that Defendant OMB, which operates within the executive office of the President, worked swiftly to effectuate President Trump's message.

On January 16, OMB's chief of staff asked senior officials at HHS to put together a "list" and thanked them for their "willingness to be team players and to support the President's priorities." Decl. of Sherief Gaber Ex. 2, at 108–09, *Illinois*, Dkt. 55-3. Four days later, OMB sent a "Budget Data Request" to numerous federal agencies that sought "a detailed report on Federal funds provided to components, agencies, or instrumentalities of *certain* States" to be delivered to the White House by January 28, just a few days before the President's February 1 deadline. *Illinois*,

[1] Plaintiffs in this case are challenging the childcare funding cuts in a separate lawsuit. *See AFSCME v. HHS*, No. 26-cv-00759 (N.D. Cal. Jan. 23, 2026).

Dkt. 44 (the "Administrative Record" or "AR") at CDC_1245–2663 (emphasis added). The "certain" states OMB targeted were all Democratic-led, other than Virginia. *Id*. In the meantime, OMB called a meeting of the President's Management Council on January 21, during which OMB reminded the heads of major federal agencies, including Defendant HHS, of the forthcoming actions. Gaber Decl. Ex. 2, at 24, *Illinois,* Dkt. 55-3. The next morning, OMB's Deputy Director for Management sent an email asking agencies to provide "recommended actions prior to February 1." *Id*. at 158 (CDC_001390).

Defendant HHS endeavored to effectuate OMB's Targeting Directive. CDC staffers began by exchanging a spreadsheet of "active awards for Colorado, California, Minnesota, and Illinois." Gaber Decl. Ex. 2, at 34–36, *Illinois*, Dkt. 55-3. On February 1, OMB's chief of staff emailed HHS staffers with the subject line, "Re: Grant Awards – Implementation Call follow up," with a list of tasks. *Id*. at 27–28. The next day, President Trump said on a podcast that he had ordered broad funding cuts to Democratic-led jurisdictions with immigration policies that he dislikes: "Sanctuary cities are a disaster. So I put out an order, anybody that does a sanctuary city is not getting any money. Let's see what happens, you know, it'll get wiped out by these liberal courts." Dan Bongino Show: I'm Back (Ep. 2443), at 1:34:13 (Spotify, Feb. 2, 2026), https://perma.cc/8TLK-S4KU.

On February 4, Defendant Vought shared with the President a list of CDC public health grants that were to be cancelled; the list had been created by HHS in response to OMB's Targeting Directive. Gaber Decl. Ex. 2, at 119, *Illinois*, Dkt. 55-3. OMB leaked the news to the press and told HHS that "at 2 PM ET today, we have an exclusive going to announce the first cuts we [CDC] are making in funds that we have been asking agencies to investigat[e] from 14 states and D.C." *Id*. at 100. That day, the New York Post reported more than $1.5 billion in federal funding, including $602 million from the CDC, would be "claw[ed] back" from various "blue" states. Josh

Christenson, *White House Instructs DOT, CDC to Cut $1.5B in Grants for Dem States, Citing 'waste and mismanagement*,' N.Y. Post (Feb. 4, 2026), https://perma.cc/4E8R-Z37J. OMB confirmed to *The Hill* the following day that it had directed the CDC (as well as the Department of Transportation) to terminate its public health grants in the Targeted States. Rachel Frazin, *Trump Administration Directs Rescission of $1.5B from Blue States on Health, Transportation*, The Hill (Feb. 5, 2026), https://perma.cc/9CB6-9H58. The grants that OMB chose for termination have nothing at all to do with immigration – the President's stated purpose for the federal funding cuts to the Targeted States.

III. HHS and CDC Make Decision to Terminate Pre-Selected CDC Grants

Since OMB had already selected the Targeted States' public health grants for termination, HHS and CDC were then left to manufacture a basis for the termination of public health funds. HHS and CDC officials met for a "CDC Regroup" to discuss a "comms plan" and a "path forward regarding OMB request" on February 5, *after* OMB had already announced that $602 million in CDC grants were to be terminated. Gaber Decl. Ex. 2, at 96, *Illinois*, Dkt. 55-3. The HHS Chief of Staff followed up, asking a staffer to "incorporate these into the standard process of grants for alignment to agency priorities," referring to the *New York Post* article from days earlier. *Id*. at 37. In so doing HHS was working to contrive a *post-hoc* and pretextual rationale for why the pre-selected grants "no longer effectuate[]…agency priorities" under 2 C.F.R. § 200.340(a)(4).

The Trump-Vance administration has relied extensively upon Section 200.340(a)(4), an OMB grants management regulation, to attempt to justify unlawful federal funding cuts. Prior to October 1, 2025, HHS had not yet incorporated this regulation into its own grant regulations, so for grants at issue in this case that were awarded prior to that date, the terms and conditions of those awards did not contemplate termination based on "agency priorities." *See, e.g.*, AR at CDC_862 (period of performance for an award granted to an employer of some of Plaintiffs'

members in Colorado started on December 1, 2022).

In a slapdash effort, Defendants HHS and CDC used an artificial intelligence ("AI") model to produce reasons for why the pre-selected grants did not align with agency priorities. Late on a Friday evening, CDC staffers began working on an "URGENT" request to assemble "the work plans and other related documents for [] 66 grants," Gaber Decl. Ex. 2, at 195–96, *Illinois*, Dkt. 55-3, including grants funding the work of Plaintiffs' members. An "advisor" at CDC ran documents for the 66 grants through an AI model that contained basic errors and was plainly biased. Gaber Decl. Ex. 2, at 32–33, 82; *Illinois*, Dkt. 55-3; AR at CDC_139. The model was told that its "primary task is to analyze grant applications … and identify content that contradicts or fails to align with CDC's published priorities." *Id*. HHS provided the AI model a list of thirteen "priorities," several of which only vaguely referred to unidentified laws; for example, one "priority" was that "[f]ederal funds should not encourage or support illegal immigration (consistent with applicable federal law)." AR at CDC_141. But the model failed to identify "applicable law." *Id*. On the last page of the AI prompt, CDC told it to "read grant reports to compile the strongest evidence to support termination." AR at CDC_147.

The AI model "assign[ed] a confidence score (1-10)," to measure the level of misalignment it found between the grants and the agency priorities it was provided and then produced an "overall alignment assessment[] on a scale of 1-100 (1 least aligned, 10 most aligned)," which are clearly conflicting scales of assessment. AR at CDC_142–43. As a result, half of the pre-selected grants received the same score of 72/100, all but confirming that the model had made a mistake. *See, e.g.*, AR at CDC_153–54. But through their use of the AI model, HHS and CDC achieved their goal. They were able to contrive a *post hoc* and pretextual basis for terminating the chosen CDC grants. They only asked the AI model to "evaluate" grants that had already been selected for termination,

and they failed to use actual human reasoning to review the model's conclusions.

The work was done fast and over the weekend. The following Monday, February 9, HHS told the *New York Times* that the agency was moving forward with the CDC Grant Termination Decision because the pre-selected public health grants "do not reflect agency priorities." Apoorva Mandavilli, *Trump Administration to Cut $600 Million in Health Funding from Four States*, N.Y. Times (Feb. 9, 2026), https://perma.cc/S8DS-KXML. The same day, HHS notified Congress of its decision to terminate this first set of CDC grants in the Targeted States as required under current appropriations law. Pub. L. No. 119-75, § 524, 140 Stat. 173. In its Congressional notice, HHS provided only one reason for the termination of each of the public health grants: "Inconsistent with Agency Priorities." AR at CDC_1239–41. The agency said nothing else. And, as part of its Grant Termination Decision, on February 11, the CDC notified Congress of its intention to terminate another 41 public health grants in the Targeted States. The CDC's reasoning for this second round of grant cuts is the same: "Inconsistent with Agency Priorities." AR at CDC_1242–44.

Defendants began notifying Targeted States of the CDC Grant Termination Decision on February 11, which was to take effect the next day. *See, e.g.*, AR at CDC_910–15 (notice of award containing a termination letter for award number NE11OE000094, which directly affects an employer of Plaintiffs' members in Illinois); *see also* Decl. of Olusimbo Ige ¶¶ 6–7, *Illinois*, Dkt. 57-6. CDC cited its authority to terminate awards that "no longer effectuate[] the program goals or agency priorities," but entirely failed to explain why or how any individual grant fails to effectuate those goals and priorities. *See, e.g.*, AR at CDC_914. CDC also claimed that the grantee could not possibly take corrective action to become compliant with these priorities, but once again failed to explain why such corrective action is impossible. *Id*.

The Targeted States filed a first lawsuit challenging OMB's Targeting Directive on

February 11, 2026. *See Illinois*, Dkt. 1. Judge Shah granted the States' request for a preliminary injunction on March 12, finding that they were likely to succeed on their claims that the OMB Targeting Directive was arbitrary and capricious and otherwise unconstitutional, and would result in irreparable harm. *See* Prelim. Inj. Order, *Illinois*, Dkt. 64. Among other things, the order "prohibits Defendants from 'implementing' the OMB Targeting Directive by 'identify[ing] and "terminat[ing] public health grants awarded … and "also mandates that Defendants treat "any actions taken to implement" the OMB Targeting Directive as 'null, void, and rescinded.'" In the meantime, Defendants have filed a motion to transfer this case to the Court of Federal Claims and have renewed a similar motion in the States' litigation. If the injunction is lifted for any reason, the OMB Targeting Directive and CDC Grant Termination Decision will go back into effect.

IV. Loss of Grants at Issue Will Impact Public Health and Impose Existential Harms on Plaintiffs' Members

In each of the Targeted States, Defendants' actions threaten to cut millions of dollars of critical public health grants to Plaintiffs' members' employers that perform essential public health functions, including outbreak and sexually transmitted disease tracking and control, immunizations, HIV testing and treatment, and more. OMB's Targeting Directive and the CDC Grant Termination Decision jeopardize the money Plaintiffs' members' employers use to fund their programs and Plaintiffs' members' jobs and will accordingly irreparably harm Plaintiffs' members and the unions that advocates for them.

The governmental entities that employ Plaintiffs' members have attested in sworn declarations filed in *Illinois*, that the Targeting Directive will require the layoff of significant numbers of employees in state and local public health departments where Plaintiffs represents employees, including many where Plaintiffs represents the vast majority of all such employees as their exclusive collective bargaining representative under state law. *See generally* Ex. A, Decl. of

Michelle Sforza. In other words, the OMB Targeting Directive will result in AFSCME and AFSCME Council 31 members losing their jobs and everything that goes with their public employment, including crucial benefits like health insurance. Some examples follow.

The Commissioner of the Chicago Department of Public Health ("CDPH") has attested that the Targeting Directive will require CDPH to "significantly" cut staffing levels in the immediate term, including by eliminating up to 98.45 full-time employees of CDPH. Ige Decl. ¶¶ 10, 49, *Illinois*, Dkt. 57-6. AFSCME and AFSCME Council 31's voluntary dues-paying membership includes 369 CDPH employees, and AFSCME Council 31 is certified under state law to represent a bargaining unit of CDPH employees who comprise about 60% of all employees of CDPH, meaning any significant layoff will affect Plaintiffs. Ex. B, Decl. of Damian Plaza. ¶ 4; Sforza Decl. ¶ 10.

For example, one of Plaintiffs' members who works at CDPH supports a program funded by a federal grant slated to be terminated tracks treatments that Chicagoans receive for communicable sexually transmitted diseases, both to ensure they receive adequate treatment and to minimize the spread of diseases. Ex. C, Decl. of Darletta Smith ¶ 4. If her position were to be terminated, not only would she lose her job – which she "desperately needs" for her employer-provided health insurance – but the critical work that she does to protect public health in Chicago would be curtailed. *Id*. ¶ 7.

At the Illinois Department of Public Health ("IDPH"), where Council 31 represents about two-thirds of all IDPH employees, the Chief Operating Officer has attested that the OMB Targeting Directive and CDC Grant Termination Decision will require IDPH to reduce or eliminate at least 99 IDPH positions, including 78 full-time employees. Decl. of Ashley Thoele ¶ 35, *Illinois*, Dkt. 57-5. That will lead AFSCME members to lose their jobs. Sforza Decl. ¶ 9. The

agency actions will also withdraw support for 674 local health department positions in the State; AFSCME Council 31 represents employees as their exclusive collective bargaining representative at many such departments. Sforza Decl. ¶¶ 11–12

The Deputy Commissioner of the Minnesota Department of Health ("MDH"), where AFSCME Council 5 represents most of the employees, has attested that Defendants' actions endanger 97 full-time equivalent MDH positions. Decl. of Wendy Underwood ¶ 62, *Illinois*, Dkt. 57-9; Sforza Decl.¶ 14. It will also put local health departments, where AFSCME members also work, at risk. Sforza Decl. ¶ 16.

AFSCME's membership in Colorado includes hundreds of employees at the City of Denver, including at the Denver Department of Public Health and Environment ("DDPHE"). DDPHE's Executive Director has attested that Defendants' actions would withhold over $14 million, forcing DDPHE to terminate 22 full-time employees. Decl. of Karin McGowan ¶ 7, 14, *Illinois*, Dkt. 57-8. That will lead AFSCME members to lose their jobs. Sforza Decl. ¶¶ 13. Denver just last year laid off 171 workers, including AFSCME members who worked at DDPHE, and eliminated 665 open positions to cut $100 million from its budget, and thus any budget cuts affecting Denver put AFSCME jobs at risk through the City. *Id*.

And in California, the agencies' actions would cause Los Angeles County to lose over $64 million in public health funds and terminate up to 148.5 employees of the county's Department of Public Health ("LACDPH"), whose employees are represented by AFSCME Affiliates. *See* Decl. of Barbara Ferrer ¶ 10, *Illinois*, Dkt. 57-11; Sforza Decl. ¶ 18.

As discussed below, the harm from these job losses extends far beyond the loss of a paycheck. They upend AFSCME and Council 31 members' entire lives, imperiling their ability to cover essential expenses in the short term, including healthcare. They also weaken Plaintiffs' and

their members' abilities to secure fair terms in collective bargaining negotiations. Plaza Decl. ¶ 8–9; Sforza Decl. ¶ 21.

LEGAL STANDARD

A plaintiff may obtain a preliminary injunction if "it is likely to succeed on the merits of its claims and [if] traditional legal remedies would be inadequate, such that it would suffer irreparable harm without injunctive relief," *Ill. Tamale Co., Inc. v. LC Trademarks, Inc.*, 164 F.4th 648, 654 (7th Cir. 2026), and "the balance of equitable interests tips in favor of injunctive relief." *Ind. Right to Life Victory Fund v. Morales*, 112 F.4th 466, 471 (7th Cir. 2024) (cleaned up). This Circuit uses a "sliding scale approach for this balancing: if a plaintiff is more likely to win, the balance of harms can weigh less heavily in its favor, but the less likely a plaintiff is to win the more that balance would need to weigh in its favor." *GEFT Outdoors, LLC v. City of Westfield*, 922 F.3d 357, 364 (7th Cir. 2019) (cleaned up). "Th[is] standard is the same for an application for a stay under section 705 of the APA." *Cook Cnty., Ill. v. Wolf*, 962 F.3d 208, 221 (7th Cir. 2020).

ARGUMENT

I. Plaintiffs Are Likely to Succeed on the Merits.

Plaintiffs' likelihood of success on the merits "depends on their prospects of successfully meeting the elements of [their] claims." *Minocqua Brewing Co. LLC v. Hess*, 160 F.4th 849, 855 (7th Cir. 2025). The Court likely has jurisdiction to adjudicate Plaintiffs' claims, as the Tucker Act cannot preclude review of claims that are brought by non-grantees and are not based on the grants. Further, Plaintiffs are likely to succeed on their claims that OMB's Targeting Directive and the CDC's Grant Termination Decision are arbitrary and capricious, violate the Fifth Amendment's Equal Protection Clause, and run afoul of Plaintiffs' First Amendment rights.

A. This Court Likely has Jurisdiction over Plaintiffs' claims.

The APA "confers a general cause of action upon persons 'adversely affected or aggrieved by an action within the meaning of a relevant statute'" against the federal government, *Block v. Cmty. Nutrition Inst.*, 467 U.S. 340, 345 (1984) (quoting 5 U.S.C. § 702), and waives the government's sovereign immunity with respect to such claims. *See Cook Cnty.*, 962 F.3d at 233. The APA's waiver of sovereign immunity, "does not apply 'if any other statute that grants consent to suit expressly or impliedly forbids the relief which is sought.'" *Dep't of Educ. v. California*, 604 U.S. 650, 651 (2025) (quoting 5 U.S.C. § 702). The Tucker Act vests exclusive jurisdiction in the Court of Federal Claims ("CFC") over claims against the United States founded "upon any express or implied contract with the United States." 28 U.S.C. § 1491(a)(1)(A). If the action is a disguised damages claim for breach of contract, then no cause of action is available in district court under the APA. *See City of Chicago v. DHS*, No. 25 C 5463, 2025 WL 3043528, at *4 (N.D. Ill. Oct. 31, 2025). However, "the mere fact that a court may have to rule on a contract issue does not, by triggering some mystical metamorphosis, automatically … deprive the court of jurisdiction." *Chicago Women in Trades v. Trump*, 778 F. Supp. 3d 959, 982 (N.D. Ill. 2025) (quoting *Megapulse, Inc. v. Lewis*, 672 F.2d 959, 968 (D.C. Cir. 1982)).

Here, Plaintiffs are "entitled to judicial review" of the OMB Targeting Directive and the CDC Grant Termination Decision because they "suffer[] legal wrong[s]" and are "adversely affected or aggrieved" by these agency actions. 5 U.S.C. § 702. We anticipate that Defendants will argue that Plaintiffs' claims sound in contract and that jurisdiction over contract claims is vested instead in the CFC under the Tucker Act, 28 U.S.C. § 1491(a)(1). This is wrong for three reasons.

First, even if the grant instruments at issue here would qualify as contracts under the Tucker Act, Plaintiffs are not parties to these instruments. Second, the grant instruments are cooperative agreements and not in fact contracts that could give rise to a damages claim in the CFC, even for

those who (unlike Plaintiffs) are parties to those agreements. And third, Plaintiffs' claims for declaratory and injunctive relief are founded on sources of law other than the grant agreements themselves, including the Constitution's guarantee of the equal protection of the laws, the First Amendment, and the APA's prohibition against arbitrary and capricious agency action. Plaintiffs seek classic APA remedies instead of money damages: a declaration that Defendants' actions are unlawful and an injunction prohibiting Defendants from taking any other action against the four states "pursuant to the Targeting Directive," or a similar policy "under a different name." Pls.' Compl., at 42–43, Dkt. 1.

i. Plaintiffs Lack Privity with Defendants and Cannot Enforce any "Agreement" Covered by the Tucker Act.

Plaintiffs are not party to a contract with the United States and therefore cannot seek relief in the CFC. Because the Tucker Act divests district courts of jurisdiction only when the alternative forum of the CFC is available, this Court must exercise jurisdiction over Plaintiffs' claims.

Plaintiffs do not receive grants from Defendants. Plaintiffs instead are the labor organizations that represent employees whose work is funded by federal grant money distributed directly to their employers. As the Defendants have argued in the *Illinois* litigation, Tucker Act jurisdiction over contract claims requires a contract "between the plaintiff and the government." *Cienega Gardens v. United States*, 194 F.3d 1231, 1239 (Fed. Cir. 1998); *see also* Defs.' Opp'n to Mot. for Prelim. Inj., at 17, *Illinois*, Dkt. 58. "In other words, there must be privity of contract between the plaintiff and the United States." *Cienega Gardens*, 194 F.3d at 1239. That does not exist here.

The limited exceptions to the privity requirement do not apply here. Under one such exception, a plaintiff may sue if it meets the "stringent" requirements for "third-party beneficiary status" by showing not merely that the "contract would benefit" it, but that the contract "was

intended for [its] direct benefit." *Pac. Gas & Elec. Co. v. United States*, 838 F.3d 1341, 1361 (Fed. Cir. 2016). Parties like Plaintiffs and their members "are generally assumed to be merely incidental [not intended] beneficiaries, and may not enforce the contract absent clear intent to the contrary." *Sealift Bulkers, Inc. v. Rep. of Armenia*, No. 95-1293 (PLF), 1996 WL 901091, at *4 (D.D.C. Nov. 22, 1996) (quotation omitted and alteration in original). So Plaintiffs, who are neither in privity with the government nor intended beneficiaries, cannot bring a claim in the CFC.

That uncontroversial proposition establishes that this Court has jurisdiction over Plaintiffs' claims. That is because the Tucker Act displaces district court jurisdiction only when the alternative forum of the CFC is available. Courts "categorically reject the suggestion that a federal district court can be deprived of jurisdiction by the Tucker Act when no jurisdiction lies in the Court of Federal Claims." *Tootle v. Sec'y of Navy*, 446 F.3d 167, 176 (D.C. Cir. 2006). Recently, the Ninth Circuit and the District Court for the Southern District of New York each recognized that the Tucker Act therefore cannot displace jurisdiction over claims brought by incidental third-party beneficiaries. *See Cmty. Legal Servs. in E. Palo Alto v. HHS*, 137 F.4th 932, 938–39 (9th Cir. 2025) (rejecting the argument that district courts can be deprived of jurisdiction under the APA where plaintiffs cannot bring claims in CFC); *New Jersey v. DOT*, No. 26-CV-00939 (JAV), 2026 WL 323341, at *4 (S.D.N.Y. Feb. 6, 2026) (same), *stay pending appeal denied by* No. 26-282, 2026 WL 696286, at *1 (2d Cir. Mar. 11, 2026); *cf. City of Chicago v. DHS*, No. 25 C 5463, 2026 WL 353581, at *5 (N.D. Ill. Feb. 9, 2026) (where parties seek "equitable relief that the CFC lacks the authority to grant … the Tucker Act does not displace this Court's jurisdiction to grant such relief"). Plaintiffs cannot invoke CFC jurisdiction, and so the Tucker Act cannot displace this Court's jurisdiction. *See W. Sec. Co. v. Derwinski*, 937 F.2d 1276, 1281 (7th Cir. 1991).

Thus, because Plaintiffs have "no other adequate remedy in a court," they are entitled to

judicial review under the APA. *See* 5 U.S.C. § 704; *see also Bowen v. Massachusetts*, 487 U.S. 879, 901–08 (1988) (the Tucker Act did not divest the district court of jurisdiction over claims that likely could not be resolved by the CFC). Plaintiffs' claims fall comfortably within the APA's waiver of sovereign immunity, which authorizes claims "seeking relief other than money damages." 5 U.S.C. § 702. Plaintiffs do not seek money damages but rather seek vacatur of the OMB Targeting Directive and the CDC Grant Termination Decision. And because Plaintiffs are not the recipients of the grants at issue, this relief will not result in *any* payments of *any* kind from Defendants to the Plaintiffs. Accordingly, Defendants are wrong to argue elsewhere that Plaintiffs "seek[] to obtain the financial benefit of a prior contract-based obligation" or that "a money judgment will give . . . plaintiff[s] essentially the remedy they seek." Defs.' Mem. ISO Mot. to Transfer, at 10–11, Dkt. 16-1. That vacatur of the Targeting Directive may result in Defendants seeing their financial obligations to non-Plaintiff funding recipients through is immaterial to § 702. As the Supreme Court has made clear, money damages are distinct from relief under the APA that "may require one party to pay money to another," particularly when the relief is geared toward clarifying the prospective terms of an ongoing relationship between the federal government and a recipient of federal money. *Bowen*, 487 U.S. at 893, 905; *see also id.* at 898 (noting that Congress intended § 702 to waive sovereign immunity for challenges to "authorize judicial review of the administration of Federal grant-in-aid programs.") (quotation marks omitted).

Defendants will likely argue that the Tucker Act impliedly precludes district court jurisdiction over any claim that implicates a contract with the United States, regardless of whether the Plaintiff is a party to that contract and can enforce it in the CFC. That argument would be contrary to the weight of case law discussed above. *See supra* 15–16. And accepting that argument would leave Plaintiffs with no forum for relief from Defendants' unlawful actions—a result that

would be "contrary to common sense" and in "conflict[] with the 'strong presumption favoring judicial review of administration action' that is embodied in the APA." *Cmty. Legal Servs.*, 137 F.4th at 939 (quoting *Mach Mining, LLC v. EEOC*, 575 U.S. 480, 486 (2015)). As the Supreme Court has said, "[i]n the conflict between two statutes, established principles of statutory construction mandate a broad construction of the APA and a narrow interpretation of the Tucker Act." *Bowen*, 487 U.S. at 908; *see also Maryland Dep't of Hum. Res. v. HHS*, 763 F.2d 1441, 1449 (D.C. Cir. 1985) (in absence of substantive claim over which Tucker Act jurisdiction lies, "there is no possibility that the preclusive effects of the Tucker Act, whatever their scope, can come into play"). This Court accordingly has jurisdiction over Plaintiffs' claims.

ii. The Grant Agreements are Not Contracts that Could Give rise to a Damages Action in the Court of Federal Claims.

The CFC has jurisdiction to hear claims for damages brought against the United States, including claims founded upon "an express or implied contract with the United States." 28 U.S.C. § 1491(a)(1). But not every agreement between the United States and a counter-party qualifies as a "contract" for purposes of Tucker Act jurisdiction. A contract requires, among other things, an exchange of consideration. "In the context of government contracts ... consideration must render a benefit to the government, and not merely a detriment to the contractor." *St. Bernard Par. Gov't v. United States*, 134 Fed. Cl. 730, 735 (2017), *aff'd*, 916 F.3d 987 (Fed. Cir. 2019). Further, the benefit must be "tangible" and "direct," *id.* at 736, and such an agreement must "provide a substantive right to recover money-damages" to establish jurisdiction in the CFC. *Rick's Mushroom Serv., Inc. v. United States*, 521 F.3d 1338, 1343–44 (Fed. Cir. 2008).[2] But the federal

[2] *Columbus Reg'l Hosp. v. United States*, which Defendants cite in their Mot. to Transfer, at 8–9, Dkt. 16-1, is not to the contrary. There, the Federal Circuit explicitly found that "the conditions imposed on" the grant recipient conferred an economic "benefit on the government," including the promise to "reimburse[] funds procured by fraud." 990 F.3d 1330, 1340 (Fed. Cir. 2021).

government does not receive a direct benefit when it confers funds on another party to perform a public mission. *See id*. Rather, the "entire purpose of a cooperative agreement is to transfer a thing of value *to* the local government *from* the executive agency." *St. Bernard Par. Gov't,* 134 Fed. Cl. At 736 (emphasis in original). So "[c]ooperative agreements are not money-mandating contracts" in the traditional sense. *Hous. Auth. of City of New Haven v. United States*, 140 Fed. Cl. 773, 786 (2018). Suits seeking to maintain such an agreement could seek only equitable relief, rather than damages, and the CFC lacks jurisdiction to hear them. *See Hous. Auth. of New Haven*, 140 Fed. Cl. at 786; *Lummi Tribe of the Lummi Reservation v. United States*, 870 F.3d 1313, 1319 (Fed. Cir. 2017); *Pacito v. Trump*, No. 25-1313, 2026 WL 620449, at *18 (9th Cir. Mar. 5, 2026).

Each of the grants at issue in this case are cooperative agreements, not contracts that could give rise to a cause of action for damages in the CFC. Each of the grant instruments promises to confer funds on states and other entities to perform their public health missions. But none of the grant instruments confers a right to recover money damages, and none of the grant recipients conferred any direct benefit on the CDC, apart from their commitment to use funds for the public good. *See, e.g*., Thoele Decl. Ex. A., *Illinois*, Dkt. 57-5. To be sure, the CDC may have received an indirect benefit insofar as it desired (at least at the time the grant was awarded) that grant funds would be used to advance public health. But the mere fact that "an agreement 'indirectly benefit[s]' an agency by 'advanc[ing] the agency's overall mission' is insufficient to establish consideration." *Am. Ctr. for Int'l Lab. Solidarity v. Chavez-DeRemer*, 789 F. Supp. 3d 66, 90 (D.D.C. 2025) (quoting *Hymas v. United States*, 810 F.3d 1312, 1328 (Fed. Cir. 2016)). "[H]olding otherwise would risk turning all cooperative agreements into contracts, since 'nearly all cooperative agreements' advance some government agency's 'overall mission,'—that is, after all, why the government enters into such agreements in the first place." *Am. Ctr. for Int'l Lab. Solidarity*, 789

F. Supp. 3d at 90 (quoting *Hymas*, 810 F.3d at 1328). And without any such "direct benefit to the Government," the grant agreements are "not [] enforceable contract[s] within the jurisdiction of the [CFC]." *Pacito*, 2026 WL 620449, at *19.

iii. Plaintiffs' Claims do not Sound in Contract.

The Tucker Act is not implicated merely because a dispute arises against the backdrop of a contractual relationship. Even when a contractual relationship is involved in a claim, the Tucker Act does not apply if the plaintiff asserts rights and seeks remedies external to a contract. *See, e.g.*, *Chicago Women in Trades*, 778 F. Supp. 3d at 980; *City of Chicago v. DOJ*, No. 25 C 13863, 2026 WL 114294, at *4 (N.D. Ill. Jan. 15, 2026).

To decide whether a claim is impliedly precluded by the Tucker Act, courts in the Seventh Circuit rely on the two-part test articulated in *Megapulse*, 672 F.2d at 968. *See, e.g.*, *Chicago Women in Trades*, 778 F. Supp. 3d at 980–81; *see also Evers v. Astrue*, 536 F.3d 651, 657–58 (7th Cir. 2008) (collecting cases using this framework to determine whether an action "relates to a contract"). Under *Megapulse*, whether an action is "at its essence a contract action" that belongs in the CFC "depends both on the source of the rights upon which the plaintiff bases its claims" and the type of relief it seeks. 672 F.2d 959, 968 (D.C. Cir. 1982) (cleaned up). Here, Plaintiffs' claims are not, at their "essence," contract claims. *Id*.

Each of Plaintiffs' APA theories asserts rights that are founded in statutes, regulations or the U.S. Constitution, not the grant documents. As an initial matter and as established above, the grants at issue are not contractual. But even if they were, Plaintiffs' challenge is not based on any rights conferred by any particular grant instrument; instead, Plaintiffs challenge two agency-wide policies targeting four states for retribution because those states' political leadership advance immigration policies that this administration disfavors. *See* Order, at 5, *Illinois*, Dkt. 63 (finding that a challenge to the same policy at issue here—"[OMB's] directive to HHS to target plaintiffs

for cuts"—"is likely a final agency action that does not fall within the exclusive jurisdiction of the [CFC]."). In enjoining one of the policies Plaintiffs challenge here (the Targeting Directive), Judge Shah noted that even after *Nat'l Insts. of Health v. Am. Pub. Health Ass'n*, 145 S. Ct. 2658 (2025), there still "remains a distinction" between a "challenge[] to the withholding of contractually awarded funds that result from those policies, which belong in the [CFC]," and "challenges to agency-wide policies, which belong in district court." Order, at 5, *Illinois*, Dkt. 63.

Moreover, the Tucker Act does not apply here because Plaintiffs' claims "are not challenges to the terms and conditions of an executed agreement[.]" *Illinois v. Noem*, No. 25-CV-495, 2025 WL 3707011, at *7 (D.R.I. Dec. 22, 2025). Plaintiffs challenge agency-wide policies on grounds that do not depend in any way on the content of the grant instruments. They contend that the OMB Targeting Directive and the CDC Grant Termination Decision violate their Constitutional rights and that these governmental actions were arbitrary and capricious agency actions under the APA, 5 U.S.C. §§ 706(2)(B) and (C), because none of the statutes authorizing the CDC's grant programs permits the agency to condition or terminate grant programs on the President's political whims or federal immigration policies. "[P]laintiffs seek to enforce compliance with statutes and regulations, not any government contract." *Cmty. Legal Servs. in E. Palo Alto v. HHS*, 137 F.4th 932, 938 (9th Cir. 2025); *see also* Prelim. Inj. Order, *Illinois*, Dkt. 64 at 5. The CFC does not have jurisdiction to even address Plaintiffs' constitutional claims. *See LeBlanc v. United States*, 50 F.3d 1025, 1028 (Fed. Cir. 1995). And resolving these claims does not involve an inquiry into the intent of the grantor and grantees when the agreements were made nor an inquiry into the terms of those grant agreements. And Plaintiffs further contend that the decisions contravene their right under the APA to be free from arbitrary and capricious exercises of agency power, 5 U.S.C. § 706(2)(A).

Turning to the second element in the *Megapulse* test, Plaintiffs do not seek to reinstate any contractual grants, nor do they request money damages. Instead, Plaintiffs seek to vacate the underlying agency policy that harms their members' interests as employees of public health entities. This is the exact type of remedy that is at the heart of the APA's judicial review scheme. *See Illinois*, Dkt. 63 at 5 ("When the relief sought is to vacate internal guidance … that is a standard APA challenge that district courts have original jurisdiction over.") (citing *Nat'l Insts. of Health v. Am. Pub. Health Ass'n*, 145 S. Ct. at 2661 (Barrett, J., concurring)); *see also Megapulse*, 672 F.2d at 968; *N.J. Conservation Found. v. FERC*, 111 F.4th 42, 63 (D.C. Cir. 2024) ("Vacatur is the normal remedy when we are faced with unsustainable agency action." (internal quotation marks omitted)). While the government portrays the suit as seeking only "a money judgment," *see* Defs.' Mem. in Supp. of Transfer Mot. at 10, Dkt. 16-1, none of the requests in the complaint's Prayer for Relief arguably fit that characterization; Plaintiffs are not parties to the grant agreement, and they do not ask that they be awarded any money at all. Compl. ¶¶ 42-43. Plaintiffs only ask that the OMB Targeting Directive and the CDC Grant Termination Decision be set aside, which is classically equitable relief rather than a claim for contractual damages. *Supra* 16.

Even in cases (unlike this one) where the plaintiff's "success on the merits may obligate the [government] to pay the complainant," this possibility does not make a claim for "money damages" within the exclusive jurisdiction of the Court of Federal Claims. *See Kidwell v. Dep't of Army, Bd. for Corr. of Mil. Recs.,* 56 F.3d 279, 284 (D.C. Cir. 1995); *see also Columbus Reg'l Hosp. v. FEMA*, 708 F.3d 893, 896 (7th Cir. 2013). "[T]he mere fact that an injunction would require the same governmental restraint that specific (non)performance might require in a contract setting is an insufficient basis to deny a district court jurisdiction otherwise available." *Megapulse*, 672 F.2d at 971. A claim is not for money damages merely because a downstream effect of the

plaintiff's success would be releasing payments that had been unlawfully withheld. "[T]o the extent that the findings on those issues implicate the legality of past grant termination decisions, that is 'merely a by product of this court's primary function of reviewing the government interpretation of federal law.'" *City of Chicago v. DHS*, No. 25 C 5463, 2025 WL 3043528, at *11 (N.D. Ill. Oct. 31, 2025). This follows from the Supreme Court's recognition that when "orders are for specific relief ... rather than for money damages ... they are within the District Court's jurisdiction under § 702's waiver of sovereign immunity." *Bowen*, 487 U.S. 879 at 910.[3]

B. The Targeting Directive and CDC Grant Termination Decision were Arbitrary and Capricious.

Under the APA, reviewing courts "shall hold unlawful and set aside agency action ... found to be arbitrary [or] capricious." 5 U.S.C. § 706(2)(A). "An agency action qualifies as 'arbitrary' or 'capricious' if it is not reasonable *and* reasonably explained." *Ohio v. EPA*, 603 U.S. 279, 292 (2024) (emphasis added) (quotation omitted). An agency violates this standard when its decision was driven by "bias or partisanship," *Level the Playing Field v. FEC*, 961 F.3d 462, 464 (D.C. Cir. 2020) (quotation omitted); it failed to "articulate" … "a rational connection between the facts found and the choice made," *Motor Vehicle Mfrs. Ass'n of U.S. v. State Farm Mut. Auto. Ins. Co*., 463 U.S. 29, 43 (1983) (quotation omitted); it relied on pretextual or "contrived" rationales, *Dep't of Com. v. New York*, 588 U.S. 752, 784 (2019); or when it changed course without considering reliance interests. *DHS v. Regents of the Univ. of Cal.*, 591 U.S. 1, 30 (2020).

[3] In *Bowen*, 487 U.S. at 909, the Supreme Court rejected the notion that a state's challenge to the disallowance of certain claims for reimbursement under the Medicaid program would need to be brought in the CFC, where reversal of the disallowance was not itself an "order that the [contested] amount be paid." This was true even though a "judgment tell[ing] the United States that it may not disallow the reimbursement on the grounds given" would make "it is likely that the Government will abide by this declaration and reimburse Massachusetts the requested sum." *Id.* at 910.

As a threshold matter, both the OMB Targeting Directive and the CDC Grant Termination Decision are reviewable final agency actions that "mark the consummation of the agency's decisionmaking process" and from which "legal consequences will flow." *Bennett v. Spear*, 520 U.S. 154, 177-78 (1997) (internal quotations omitted). The CDC Grant Termination Decision constitutes a "final step that marks the consummation of the agency's decisionmaking process." Defs' Mem. in Supp. of Mot. to Transfer, *Illinois*, Dkt. 43-1 at 23. So too with the Targeting Directive: OMB gave a final, explicit order to HHS to terminate a specific list of grants that was not contingent on any other step. So the OMB Targeting Directive was "the consummation of [OMB's] decisionmaking" because it "directed immediate action on the list of grants." *Illinois,* Dkt. 63 at 5; *see also, e.g.*, *Biden v. Texas*, 597 U.S. 785, 793, 808–09 (2022) (a memo directing agency to "take all appropriate actions" to terminate program constitutes final agency action).[4]

Further, both actions, if implemented, will have legal consequences because they will deprive grantees of the legal right to access funds, interrupt crucial public health services, and require grantees to implement layoffs, including Plaintiffs' members. *Infra* 33-38; *Illinois,* Dkt. 63 at 5 (Targeting Directive has legal consequences because it puts grantees "at substantial risk of altering their legal relationships with employees"). *Cf. NCN v. OMB*, 763 F. Supp. 3d 36, 50, 53-54 (D.D.C. 2025) (OMB directive ordering agencies to freeze funds was final agency action that "produced legal consequences" where grantees were "deprived of critical ... grants").

[4] That the Targeting Directive has not been committed to writing is of no consequence. "Agency action generally need not be committed to writing to be final and judicially reviewable," *Brotherhood of Locomotive Engineers & Trainmen v. Fed. Railroad Admin.*, 972 F.3d 83, 100 (D.C. Cir. 2020), and "courts may "infer[] from a course of agency conduct that the agency has adopted a general policy, even in the face of agency denials of such policies existing." *Velesaca v. Decker*, 458 F. Supp. 3d 224, 237 n.7 (S.D.N.Y. 2020).

Both actions are thus reviewable under the APA and must be set aside as arbitrary because they were motivated by Defendants' "bias" and "partisanship." *Level the Playing Field*, 961 F.3d at 464. President Trump has repeatedly stated that he "put out an order" to his administration to stop making payments to sanctuary jurisdictions on February 1. *Supra* 4-5. These statements make clear that Defendants' actions were motivated by "hostility to the [Targeted] states" and their "immigration-related policies." *Illinois*, Dkt. 63 at 6. These decisions—which "featur[e] unjustifiable bias" against Democratic-led States and their residents—"are precisely the types of agency actions that would work a violation of the arbitrary-and-capricious standard." *Level the Playing Field*, 961 F.3d at 464.

Moreover, neither action was reasonably explained. Indeed, the unannounced Targeting Directive provided no explanation whatsoever, much less one that articulated a "rational connection between the facts found and the choice made." *State Farm*, 463 U.S. at 43 (quotation omitted). The "absence of explanation" alone renders the Targeting Directive "arbitrary and capricious." *Amerijet Int'l, Inc. v. Pistole*, 753 F.3d 1343, 1350 (D.C. Cir. 2014).

The CDC Grant Termination Decision fares no better. Although CDC stated in letters to the grantees that the grants "no longer effectuate[] the program goals or agency priorities," AR at CDC_986, that rationale was pretextual. Defendants had already decided to terminate the grants based on their hostility to the Targeted States *before* they constructed this *post hoc* rationale. OMB had already directed HHS to terminate the grants by February 4,[5] *before* HHS instructed an AI tool to "compile the strongest evidence to support termination" of those particular grants based on agency priorities. AR at CDC_147. Because this explanation was "contrived," it "violated the

[5] Josh Christenson, *White House Instructs DOT, CDC to Cut $1.5B in Grants for Dem States, Citing 'waste and mismanagement*,' N.Y. Post (Feb. 4, 2026), https://perma.cc/4E8R-Z37J.

reasoned explanation requirement." *Illinois*, Dkt. 63 at 6 (citing *Dep't of Commerce*, 588 U.S. at 785).

Even on its own terms, the explanation provided by Defendants is fatally flawed. Both the termination notices and CDC's internal decision memoranda—which purport "to document [the CDC's] decision to terminate" the awards—state merely that the grants "no longer align[ed] with agency priorities" and that "it is not possible to terminate or partially terminate the awards" to "bring them into alignment with agency priorities." *See, e.g.*, AR at CDC 589 (decision memorandum); AR at CDC_986 (termination notice making similar statements). Critically, these documents do *not* explain which agency priorities were no longer effectuated by the awards, how the awards failed to effectuate those priorities, or why corrective action was not possible. *See id.* Such "conclusory statements will not do; an 'agency's statement must be one of reasoning.'" *Amerijet*, 753 F.3d at 1350 (emphasis in original) (quotation omitted). And CDC simply parroted the results that their AI tool gave them. *See, e.g.*, AR at CDC 588–89. By outsourcing the explanation for their decision to a machine, the agency violated the core requirement of reasoned decision-making "that ultimate responsibility for the policy decision remains with the agency rather than the computer." *Sierra Club v. Costle*, 657 F.2d 298, 334 (D.C. Cir. 1981).

Nor did Defendants adequately consider the reliance interests of the grantees and the communities they serve. *See Amerijet*, 753 F.3d at 1350. Because Defendants were "changing course" by terminating already-awarded grants, they were required to "assess whether there were reliance interests, determine whether they were significant, and weigh any such interests against competing policy concerns." *Regents of the Univ. of California*, 591 U.S. at 32-33. But the termination notices themselves made no mention of the reliance interests. *See, e.g.*, CDC_986. And the decision memoranda merely conclude, in summary fashion, that "the reliance interests of

recipients, beneficiaries, and the public" are "outweighed by agency's substantial interests in being able to effectively advance its current priorities." *See, e.g.*, AR at CDC_601. These memoranda do not say what the reliance interests *are,* identify which priorities are at stake, or explain *why* the latter outweigh the former. *See id.* Again, such "conclusory statements" do not satisfy the APA's requirement for "reasoning," *Amerijet*, 753 F.3d at 1350, and thus Defendants' actions are arbitrary.

C. The OMB Targeting Directive and CDC Grant Termination Decision Likely Violated the Fifth Amendment's Equal Protection Clause.

The OMB Targeting Directive and the CDC Grant Termination Decision selectively punish residents in Democratic-led "sanctuary" jurisdictions—including AFSCME's members—by targeting and terminating federal funds for services in those jurisdictions. These actions violate the Fifth Amendment because they were based on irrational and illegitimate animus.

The Due Process Clause of the Fifth Amendment prohibits the federal government from denying equal protection of the laws. *See Bolling v. Sharpe*, 347 U.S. 497, 499–500 (1954). At its core, equal protection guarantees that the government must remain "open on impartial terms to all who seek its assistance." *Romer v. Evans*, 517 U.S. 620, 633 (1996). The government cannot treat similarly situated groups differently without, at a minimum, a rational reason or legitimate governmental interest for the difference in treatment. *See Vill. of Willowbrook v. Olech*, 528 U.S. 562, 564 (2000).

It is irrational—and thus unconstitutional—for the government to treat a group differently based on "animus," *Romer*, 517 U.S. at 632, or a "bare ... desire to harm a politically unpopular group," *U.S. Dep't of Agric. v. Moreno*, 413 U.S. 528, 534 (1973); *see also e.g., United States v. Windsor*, 570 U.S 744, 770, 772, 775 (2013). The government violates the Fifth Amendment when it treats similarly situated groups differently based on an "interest of retaliation" against political adversaries, *Perkins Coie LLP v. DOJ*, 783 F. Supp. 3d 105, 168 (D.D.C. 2025), including when

it terminates grants located in "Blue States" based on animus towards those states. *City of Saint Paul, Minn. v. Wright*, --- F. Supp. 3d ---, No. 25-cv-03899, 2026 WL 88193 *3 (D.D.C. Jan. 12, 2026).

Plaintiffs need not prove that animus was the sole, or even the primary, factor behind the government's disparate treatment; animus need only be "a motivating factor." *Wren v. Jones*, 635 F.2d 1277, 1284 (7th Cir. 1980) (quoting *Vill. of Arlington Heights v. Metro. Hous. Dev. Corp.*, 429 U.S. 252, 265–66 (1977)). Plaintiffs may prove animus based on either direct evidence or circumstantial evidence. When the effect of a law reveals "a clear pattern, unexplainable on grounds other than" protected characteristics, "the evidentiary inquiry is then relatively easy." *Vill. of Arlington Heights*, 429 U.S. at 266. "[A]dministrative history may also be highly relevant, especially where there are contemporary statements by members of the decisionmaking body[.]" *Id*. at 268; *see, e.g.*, *Doe 2 v. Shanahan*, 917 F.3d 694, 699 (D.C. Cir. 2019) ("intemperate contemporaneous statements by policymakers" can show animus); *cf. Illinois v. Trump,* 2025 WL 2886645 at *22 (N.D. Ill. Oct. 10, 2025) ("President Trump's social media posts" that were "close in time to [the] official action" showed unlawful motivation). Other probative evidence includes "the historical background" of the decision, the "events leading up to" the decision, and any "departures from the normal [] process." *United States v. Viveros-Chavez*, 114 F.4th 618, 626 (7th Cir. 2024) (citing *Arlington Heights*, 429 U.S. at 266-68). Once animus is shown as a motive, the government must prove it would have enacted the same policy absent the discriminatory purpose. *Arlington Heights*, 429 U.S. at 270 n.21.

Here, Defendants treated one group—residents of the Targeted States who would benefit from the grants—differently from similarly situated residents in other states whose grants were *not* targeted for termination. *Supra* 2-3. There is direct evidence that this differential treatment was

not driven by any legitimate reason related to the public health programs at issue. Rather, the OMB Targeting Directive and CDC Termination Decision were based on political animus. Indeed, "there is no need" for the Court "to 'infer animus' in this case." *Perkins Coie*, 783 F. Supp. 3d at 167. Defendants openly decided to terminate grants wholly unrelated to immigration based on a "bare ... desire to harm a politically unpopular group"—namely the residents of Democratic-led sanctuary jurisdictions whose perceived views the President dislikes. *Moreno*, 413 U.S. at 534.

In the month leading up to the OMB Targeting Directive and CDC Grant Termination Decision, President Trump publicly stated several times that his administration would cut payments to sanctuary cities or states starting February 1. *Supra* 4-5. On February 2, the President confirmed that he "put out an order, anybody that does a sanctuary city is not getting any money." *Supra* 5. Defendants implemented his threat by deciding to terminate public health grants in the Targeted States, which are wholly unrelated to immigration. The record here is thus full of "smoking gun admission[s] from [federal] officials" that they acted "out of discriminatory animus." *Jones ex rel. A.H. v. District of Columbia*, 805 F. Supp. 3d 218, 247 (D.D.C. 2025). So the Court need not look further than the President's own statements.

But even the circumstantial evidence here—namely, Defendants' extraordinary "departures from the normal [] process" and the resulting impact on Blue States—amply demonstrate Defendants' animus. *Viveros-Chavez*, 114 F.4th at 626. Indeed, the entire process of identifying grants for termination was narrowly focused on the President's perceived political adversaries. At the outset, OMB asked for reports on federal funding *only* in Democratic-led States with sanctuary jurisdictions. *Supra* 4. Likewise, HHS's recommendations for terminating grants were limited to those awarded in the Targeted States. Further, Defendants used an AI tool to generate post-hoc rationales for this decision, prompting the AI to review only the grants in the

four Targeted States that had already been selected for termination and "to compile the strongest evidence to support termination." *Supra* 7. In other words, this was not a process under which Defendants reviewed all grants in a federal program across the country under neutral criteria for termination. Rather, every step of the process showed their intent to discriminate against the residents in the Targeted States. This corrupted process inevitably resulted in grant terminations that "bear more heavily on one [group] than another." *Viveros-Chavez*, 114 F.4th at 626.

D. The OMB Targeting Directive and CDC Grant Termination Decision Likely Violated the First Amendment.

i. Defendants Weaponized Funding Discretion to Discriminate Based on Plaintiffs' Perceived Political Viewpoints

"[P]olitical belief and association constitute the core of those activities protected by the First Amendment." *Elrod v. Burns*, 427 U.S. 347, 356 (1976) ; *see also W. Va. State Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943) ("If there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics."). The First Amendment prohibits the government from acting based on a person's actual or assumed political viewpoint. *See Heffernan v. City of Paterson, N.J.*, 578 U.S. 266, 273–74 (2016).

In issuing the OMB Targeting Directive and CDC Grant Termination Decision, Defendants targeted public health funding in Illinois, California, Minnesota, and Colorado based the presumed political affiliation of Targeted States' residents, who include Plaintiffs' members, and the States' "sanctuary city" immigration policies. But the government cannot lawfully "leverage its power to award subsidies on the basis of subjective criteria into a penalty on disfavored viewpoints." *Thakur v. Trump*, 800 F. Supp. 3d 1044, 1068 (N.D. Cal. Sept. 22, 2025) (citation omitted); target for termination a "whole class of [grant] projects" based on perceived "viewpoint alone," *R. I. Latino Arts v. Nat'l Endowment for the Arts,* 777 F. Supp. 3d 87, 105 (D.R.I. 2025); use federal funding to "aim at the suppression of dangerous ideas" to "drive certain ideas or viewpoints from the

marketplace," *Nat'l Endowment for the Arts v. Finley*, 524 U.S. 569, 587 (1998); or "burden the speech of others in order to tilt public debate in a preferred direction," *Sorrell v. IMS Health, Inc.*, 564 U.S. 552, 578-79 (2011). In short, "the government may not withhold benefits for a censorious purpose." *Koala v. Khosla*, 931 F.3d, 887, 898 (9th Cir. 2019); *see also Chicago Women in Trades v. Trump*, 773 F. Supp. 3d 592, 604 (N.D. Ill. 2025) ("[T]he First Amendment prohibits government officials from relying on the 'threat of invoking legal sanctions and other means of coercion ... to achieve the suppression' of disfavored speech.") (quoting *Nat'l Rifle Ass'n of Am. v. Vullo*, 602 U.S. 175, 198 (2024)).

Defendants' discrimination against Plaintiffs' and their members' perceived political viewpoints is unlawful whether or not they in fact hold the political views the government believes they do as residents of the Targeted States.[6] Perceived political viewpoint discrimination still constitutes a First Amendment violation. *See Heffernan*, 578 U.S. 266 (2016) (government's partisan reason for firing an employee, even though mistaken, is grounds for a First Amendment claim); *Wilmer Cutler Pickering Hale & Dorr LLP v. Exec. Off. of the President*, 774 F. Supp. 3d 86, 88 (D.D.C. 2025); *Am. Council of Learned Soc'ys v. McDonald*, 792 F. Supp. 3d. 448, 485-493 (2025); *President & Fellows of Harvard Coll. v. DHS*, 788 F. Supp. 3d 182, 207 (D. Mass. 2025).

"Viewpoint discrimination, where the government 'targets not subject matter, but particular views taken by speakers on a subject,' is 'an egregious form of content discrimination,'" *Brown v. Kemp*, 86 F.4th 745, 778 (7th Cir. 2023) (quoting *Rosenberger v. Rector & Visitors of Univ. of Virginia*, 515 U.S. 819, 829 (1995)), that is presumptively unconstitutional. *Reed*, 576

[6] At least one of Plaintiffs' members has "openly supported the sanctuary city policy" and has "spoken out publicly and in the press in support of the idea that it is important to help more members of our community feel seen and represented." Plaza Decl. at ¶ 10.

U.S. at 163. To defeat that presumption, the government must prove that its restriction "furthers a compelling interest and is narrowly tailored to achieve that interest." *Id.* This is a "demanding standard," *Brown v. Ent. Merchs. Ass'n*, 564 U.S. 786, 799 (2011).

No compelling government interest justifies OMB's Targeting Directive or the CDC's decision to terminate the Targeted States' grants. The President's animus against "blue" states is a personal vendetta, not a government interest. And the administration's concerns about the Targeted States' immigration policies are *outside* the scope of the Targeted States' CDC grant programs and have nothing to do with any interest in ensuring that the funds are spent well *within* the scope of those programs. Defendants' actions were also not narrowly tailored, as "a less restrictive alternative would serve the Government's purpose" even if that purpose were legitimate. *United States v. Playboy Ent. Grp.*, 529 U.S. 803, 813 (2000). It is undeniable that there are less restrictive alternatives to shape immigration policy than to stop "making any payment to anybody that supports sanctuary cities." *Supra* 4.

ii. Defendants' Actions Impose Unconstitutional Conditions on Funding

Defendants' discrimination against the Targeted States based on the perceived political views of citizens within those states imposed an unconstitutional condition on those States' federal funding. The "unconstitutional conditions" doctrine prohibits the government from "requir[ing] a person to give up a constitutional right," like Plaintiffs' perceived political viewpoints, "in exchange for a discretionary benefit," *Dolan v. City of Tigard*, 512 U.S. 374, 385 (1994), or denying "a benefit to a person on a basis that infringes [their] constitutionally protected interests—especially, [their] interest in freedom of speech." *Perry v. Sindermann*, 408 U.S. 593, 597 (1972). A funding condition is impermissible if it "unconstitutional[ly] burden[s] … First Amendment rights." *Agency for Int'l Dev. v. All. for Open Soc'y Int'l, Inc. ("AID")*, 570 U.S. 205, 214 (2013)).

While the government may attach conditions to funding that "define the limits of the government spending program," it may not impose conditions that restrict speech in ways that are "not relevant to the objectives of the program" or that otherwise "seek to regulate speech outside the contours of the program itself." *Id.* at 214–15; *see also Rust v. Sullivan*, 500 U.S. 173, 197 (1991).

Defendants' actions effectively condition federal funding on the perceived political views of the residents in each State. But these perceived viewpoints are "not relevant to the objectives of the program," and Defendants seek to regulate protected activity "outside the contours of the program itself." *AID*, 570 U.S. at 214–15. The government violates the First Amendment when it flexes its power of the purse to discourage expression of disfavored views. *AID*, 570 U.S. at 206 (citing *Rust*, 500 U.S. at 197); *see, e.g.*, *Legal Servs. Corp v. Velazquez*, 531 U.S. 533, 547-49 (2001). This is especially true when, like here, there is "little connection" between the Plaintiffs' perceived viewpoints and the CDC grants themselves. *President & Fellows of Harvard Coll. v. HHS*, 798 F. Supp. 3d 77, 136 (D. Mass. 2025); *see also NCN v. OMB*, 775 F. Supp. 3d 100, 128 (D.D.C. 2025) (citing *AID*, 570 U.S. at 215) (finding likelihood of success on First Amendment claim because, inter alia, "[b]y appearing to target specific recipients because they associate with certain ideas, [the federal government] may be crossing a constitutional line").

iii. Defendants Retaliated Against Plaintiffs for their Perceived Protected Viewpoints

Finally, Defendants' actions to terminate the Targeted States' grants were unlawful acts of retaliation against those states' residents, including Plaintiffs' members. "To prevail on a First Amendment retaliation claim, a plaintiff must show that (1) he engaged in constitutionally protected speech; (2) he suffered a deprivation likely to deter his free speech; and (3) his protected speech was at least a motivating factor for the deprivation." *Lavite v. Dunstan*, 932 F.3d 1020, 1031 (7th Cir. 2019). "'[T]he improper motive must be a but-for cause of the government action,

meaning that the adverse action ... would not have been taken absent the retaliatory motive.'" *Jenner & Block LLP v. DOJ*, 784 F. Supp. 3d 76, 94 (D.D.C. 2025) (internal quotation omitted). "Courts may consider a defendant's contemporaneous statements when assessing retaliatory motive." *ABA v. DOJ*, 783 F. Supp. 3d 236, 245 (D.D.C. 2025) (quotation marks omitted).

Defendants engaged in unlawful retaliation here. Plaintiffs have, as residents of the Targeted States, associated with voters and elected representatives with perceived political views that this administration disfavors. Defendants specifically retaliated against Plaintiffs for their residence in the Targeted States, and their perceived support of those "blue" States' policies. *Supra* 30 n.6. Defendants' attacks on funding are "designed to deter"—and are likely to deter—the exercise of First Amendment rights by "a person of ordinary firmness." *Massey v. Johnson*, 457 F.3d 711, 720-21 (7th Cir 2006). And Defendants all but admitted the retaliatory motivation underlying Defendants' proposed funding cuts. *Supra* 2-4.

II. Plaintiffs Will Suffer Irreparable Harm Absent Preliminary Relief.

Plaintiffs' members will be irreparably harmed by the OMB Targeting Directive and the CDC Grant Termination Decision. To start, Defendants' conduct has likely violated Plaintiffs' First Amendment rights, which in itself establishes irreparable harm. *See Elrod v. Burns*, 427 U.S. 347, 373 (1976) (irreparable harm where movant's "First Amendment interests were either threatened or in fact being impaired"); *see also* Plaza Decl. ¶ 10.

Moreover, in *Illinois*, the States have attested that the Targeting Directive will require state and local public health agencies to terminate significant numbers from their workforces. *See supra* 9-10. The resulting layoffs will include members of both Plaintiffs. *See generally* Sforza Decl.; Plaza Decl. ¶ 7.

The loss of public health jobs for Plaintiffs' members gives rise to multiple types of irreparable harm. The loss of a job for these members means, of course, the loss of a salary, which

in turn means the loss of the ability to "pay for the necessities of life," the immediate effects of which are urgent and irreparable. *See Boles v. Earl*, 601 F. Supp. 737, 746 (W.D. Wis. 1985) (noting even temporary loss of federal subsidy to offset the cost of heating the plaintiff's home was irreparable). It also means the loss of employer-provided health insurance, which could mean imminent financial ruin. *Cf. Golden Gate Rest. Ass'n v. City & Cnty. of San Francisco*, 512 F.3d 1112, 1125 (9th Cir. 2008) (loss of health insurance is an irreparable harm to those with acute health issues); *Risteen v. Youth For Understanding, Inc.*, 245 F. Supp. 2d 1, 16 (D.D.C. 2002) (same). And there is a significant risk that members who have dedicated their careers to advancing public health will be unable to secure comparable employment in their field of work. Such a loss of opportunity to pursue one's chosen profession or to find comparable employment can constitute irreparable harm. *See Burgess v. FDIC*, 871 F.3d 297, 304 (5th Cir. 2017); *Bonds v. Heyman*, 950 F. Supp. 1202, 1215 (D.D.C. 1997).

The declaration of AFSCME and AFSCME Council 31 member Darletta Smith illustrates the extent of these irreparable harms in real life terms. *See* Smith Decl. Smith is a Communicable Disease Control Investigator for Cook County Department of Public Health ("CCDPH"). Her position is directly funded by the STD Prevention Grant and whose Sexually Transmitted Infections (STI) Surveillance Team, which already experienced layoffs in January 2026 due to the loss of other grant funding. Smith "simply cannot live without [her] job at CCDPH." Smith Decl. ¶ 8. Smith has multiple underlying medical conditions and could not afford to pay both private health insurance and rent if she lost her job, and thus her need for acute healthcare would cause her to become homeless. *Id*. And she would not be able to find comparable employment in the public health field to which she has dedicated her life.

The usual remedies for job loss—reinstatement and backpay—are not available here,

where Defendants are not a party to the employment relationship and where Defendants' unlawful actions have victimized both the employer and the employee. This litigation, which presents APA and constitutional claims against the federal government, and not Plaintiffs' members' employers, will never result in a judgment that Plaintiffs' members must be reinstated to their jobs or receive any back pay.

Nor will *any* form of damages be available to Plaintiffs' members at the end of this case, so the economic harm that arises from job loss is irreparable. Monetary harm is irreparable where, like here, sovereign immunity bars recovery. *Odebrecht Const., Inc. v. Sec'y, Fla. Dep't of Transp.*, 715 F.3d 1268, 1289 (11th Cir. 2013). Thus, in an APA action, where sovereign immunity is not waived for damages, economic injury is irreparable. *See Cook Cnty. v. McAleenan*, 417 F. Supp. 3d 1008, 1029 (N.D. Ill. 2019), *aff'd sub nom. Cook Cnty. v. Wolf*, 962 F.3d 208 (7th Cir. 2020); *see also In re NTE Conn., LLC*, 26 F.4th 980, 990–91 (D.C. Cir. 2022); *California v. Azar*, 911 F.3d 558, 581 (9th Cir. 2018); *Chamber of Com. of U.S. v. Edmondson*, 594 F.3d 742, 770–71 (10th Cir. 2010).

The financial uncertainty that the OMB Targeting Directive and CDC Grant Termination Decision creates will also irreparably harm Plaintiffs in their capacities as exclusive bargaining representatives of the units of public health employees affected by these actions. When public employers face budgetary uncertainty of the magnitude that Defendants have created, Plaintiffs are put at a disadvantage in bargaining for optimal terms and conditions of employment. Sforza Decl. ¶¶ 20–21. Any concession that Plaintiffs are forced to make in bargaining to accommodate the employers' budgetary uncertainty will be codified into an agreement that will span years and cannot be undone at the end of this litigation. That is irreparable harm. As the Seventh Circuit has recognized in the related context of preliminary injunctions under section 10(j) of the National

Labor Relations Act, "a forward-looking order" at the end of NLRB proceedings, "cannot fully compensate the employees … for the variety of benefits that good-faith collective bargaining with the Union might otherwise have secured for them in the present." *Bloedorn v. Francisco Foods, Inc.*, 276 F.3d 270, 299 (7th Cir. 2001).

AFSCME and Council 31 will also lose the dues-paying members laid off as a result of Defendants' actions. Their financial harm from the lost dues cannot be remedied by damages, for the reasons discussed above. Moreover, Plaintiffs' loss of members will further undermine their bargaining strength: the premise of labor organizing and negotiation by an exclusive bargaining representative is that employees derive bargaining strength through their solidarity and numerosity. Sforza Decl. ¶ 21. AFSCME Affiliates will be forced to expend significant resources to address layoffs on behalf of the employees they represent, and the resulting employee disaffection from layoffs inevitably erodes support for the union, as has already been the case for AFSCME Council 31 at CCDPH due to recent layoffs stemming from other grant cuts. Plaza Decl. ¶¶ 5-7, 9-10

Finally, Defendants' actions will harm Plaintiffs' members in the same way that it will harm the public at large. Withholding substantial sums of public health funds, which Congress appropriated to create a robust national public health infrastructure for the treatment of those in need and protection against the outbreak of disease as well as other public health risks, undermines the health of all. To list just a few examples, in California, the loss of funding will disrupt outreach and coordination efforts to make H5N1 testing and treatment available and to respond to cyanobacteria blooms. *See* Decl. of Susan Fanelli, *Illinois*, Dkt. 57-10 ¶ 62. In Minnesota, the decisions will disrupt detection and investigation of foodborne illnesses, sexually transmitted disease prevention efforts, suicide prevention, air quality alerts, and efforts to address violence in the workplace. Decl. of Wendy Underwood, *Illinois*, Dkt. 57-9 ¶ 67. Illinois will lose funding for

the "regulation and provision of statewide emergency medical services, community initiatives in medically underserved areas, and public health surveillance laboratory testing, lead surveillance and case management and environmental health monitoring." Decl. of Ashley Thoele, *Illinois*, Dkt. 57-5 ¶ 35. It will also collapse the State's "entire dedicated infrastructure for viral hepatitis surveillance and outbreak response." *Id*. ¶ 49. In Colorado, Defendants' actions will undermine the State's HIV prevention efforts and degrade its Prevention and Surveillance program. Decl. of Ned Calogne, *Illinois*, Dkt. 57-7 ¶¶ 67, 69. And as Plaintiffs' members employed by CCDPH have explained in their declarations, these public health departments are already skeleton-staffed due to tight budgets, reducing not only the ability of public health employees like Smith to help ensure prompt treatment and stem the spread of STIs, Smith Decl. ¶¶ 9-10, but also to accomplish these departments' other crucial work like that by AFSCME Local 505 President Damian Plaza, who combats food-borne illnesses. Plaza Decl. ¶ 2.

Defendants will likely argue that the preliminary injunction in *Illinois* precludes Plaintiffs from making any showing of irreparable harm. But that would be a misstatement of the law. "[C]ourts in this district have found that 'the pendency of ... other cases and the preliminary injunction orders entered therein do not moot the present motion or otherwise counsel against its consideration.'" *Chatwani v. Noem*, No. 25-CV-04024, 2026 WL 458418, at *7 (N.D. Ill. Feb. 18, 2026) (quoting *Cook Cnty. v. McAleenan*, 417 F. Supp. 3d 1008, 1030 (N.D. Ill. 2019), *aff'd on other grounds sub nom. Cook Cnty. v. Wolf*, 962 F.3d 208 (7th Cir. 2020)). Indeed, "courts routinely grant follow-on injunctions against the Government, even in instances when an earlier nationwide injunction has already provided plaintiffs in the later action with their desired relief." *Whitman-Walker Clinic, Inc. v. HHS.*, 485 F. Supp. 3d 1, 60 (D.D.C. 2020) (collecting cases). Plaintiffs do not have control over how the States enforce their preliminary injunction or litigate

their case; they also cannot control what happens on any appeal of the *Illinois* preliminary injunction. Moreover, Plaintiffs' unique arguments regarding district court jurisdiction in the face of Defendants' Tucker Act arguments, discussed *supra* 13–22, as well as Plaintiffs' distinct irreparable harm, constitute grounds for affirming a preliminary injunction distinguishable from the States.

III. The Balance of Equities and Public Interest Favor Plaintiffs.

The balance of equitable interests also tips in favor of injunctive relief. This inquiry requires a court to "consider both the public interest as well as the competing harms that would flow to the parties from a grant or denial of the requested injunction." *Ind. Right to Life Victory Fund*, 112 F.4th at 471 (citation omitted). In a constitutional case such as this one, "'the balance of harms normally favors granting preliminary injunctive relief because the public interest is not harmed by preliminarily enjoining the enforcement of a statute that is probably unconstitutional.'" *Chicago Women in Trades*, 773 F. Supp. 3d 592 at 609 (quoting *Elrod v. Burns*, 427 U.S. 347, 373 (1976)).

As detailed above, *supra* at 33-39, the OMB Targeting Directive and CDC Grant Termination Decision jeopardize millions of dollars that fund Plaintiffs' members' work, risking their jobs, livelihoods, health insurance, and the other important benefits that come with public employment. Lost employment would also compromise Plaintiffs' bargaining strength and harm AFCSME and ASFSCME Council 31 as organizations by depriving them of dues-paying members and resources. And the broader public who (like Plaintiffs) also depend on these grants to fund essential public health work has a strong reliance interest in preserving federal funds that support life-saving public health programs. *See Camelot Banquet Rooms, Inc. v. SBA*, 24 F.4th 640, 644 (7th Cir. 2022) (equity "takes into account the effects of a decision on non-parties."). And an injunction here would also have the benefit of allaying concerns among Plaintiffs' members, and

the public at large, in other jurisdictions that perceived opposition to the current Administration need not result in the instability of federal funding. Sforza Decl. ¶¶ 21–23.

Further tipping the balance towards Plaintiffs, "[i]njunctions protecting First Amendment freedoms are always in the public interest." *Chicago Women in Trades*, 773 F. Supp. 3d at 609 (internal quotation omitted), as there is "a substantial public interest in having governmental agencies abide by the federal laws that govern their existence and operations." *League of Women Voters of U.S. v. Newby*, 838 F.3d 1, 12 (D.C. Cir. 2016) (cleaned up). By contrast, Defendants "cannot suffer harm from an injunction that merely ends an unlawful practice." *Rodriguez v. Robbins*, 715 F.3d 1127, 1145 (9th Cir. 2013).

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court preliminarily enjoin the OMB Targeting Directive and the CDC Grant Termination Decision, or in the alternative that that Court stay these actions pursuant to 5 U.S.C. § 705.

Date: March 25, 2026

/s/ *Joel McElvain*

Joel McElvain (DC Bar No. 448431)
Shiva Kooragayala (IL Bar No. 6336195)
Kristen Miller (DC Bar No. 229627)*
Cortney Robinson Henderson (DC Bar No. 1656074)*
Yenisey Rodríguez (D.C. Bar No. 1600574)*
DEMOCRACY FORWARD FOUNDATION
P.O. Box 34553
Washington, DC 20043
(202) 297-4810
jmcelvain@democracyforwward.org
skooragayala@democracyforward.org
consultantkmiller@democracyforward.org
crhenderson@democracyforward.org
yrodriguez@democracyforward.org

Matthew Blumin (DC Bar No. 1007008)*
Georgina Yeomans (DC Bar No. 1510777)*
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME)
1625 L Street NW
Washington, DC 20036
(202) 775-5900
MBlumin@afscme.org
GYeomans@afscme.org

Counsel for All Plaintiffs

**Admitted Pro Hac Vice*

Exhibit A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

EASTERN DIVISION

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO *et al.*, *Plaintiffs*, v. RUSSELL VOUGHT, in his official capacity as Director of the Office of Management & Budget, et al.; *Defendants*.	Case No. 26-cv-02656 Honorable Judge John F. Kness

DECLARATION OF MICHELLE SFORZA

I, Michelle Sforza, hereby declare under penalty of perjury as prescribed in 28 U.S.C. § 1746 that the following is true and correct:

1. My name is Michelle Sforza. I am over eighteen years of age, of sound mind, and fully competent to make this declaration. This declaration is based on my personal knowledge, information, and belief.

2. I am the Associate Director of the Organizing and Field Services Department ("OFS") of the American Federation of State, County, and Municipal Employees, AFL-CIO ("AFSCME International"). I have worked for AFSCME International for over 25 years. In my role as Associate Director of OFS, I help oversee the organizing and field services staff that support the needs of AFSCME International's affiliated unions and subordinate bodies ("AFSCME

Affiliates")—on any given day I am responsible for responding to the developing needs of AFSCME Affiliates, which are broad and far reaching but in my case often focus on evaluating legislative opportunities for promoting pro-worker policies, conducting strategic research in support of organizing campaigns, and helping provide other organizing and field support for labor relations matters. Under the AFSCME International Constitution, AFSCME Affiliates include councils, locals, or in some cases associations. Under the AFSCME International Constitution, all members of AFSCME Affiliates are members of both the AFSCME Affiliate and AFSCME International, and pay voluntary membership dues, a portion of which are remitted to the AFSCME Affiliate and a portion to AFSCME International.

3. AFSCME International, through AFSCME Affiliates, represents 1.4 million members in the United States, including tens of thousands of employees of public health departments in state and local governments across the county. AFSCME members in public health work tirelessly to ensure that their communities receive critical public health resources.

4. Through my work as the Associate Director of Organizing and Field Services at AFSCME International, I am familiar with the many AFSCME Affiliates that represent public health employees across the country. AFSCME proudly represents countless individuals who work in public health positions in more than 150 localities in at least 28 states, including in California, Colorado, Illinois, and Minnesota.

5. AFSCME represents public health workers in a wide range of bargaining units for which AFSCME is certified by law as their exclusive representative for purposes of collective bargaining. Some of these public health employees are part of bargaining units made up exclusively of public health employees. For example, AFSCME Local 3565 represents a bargaining unit made up of employees of the East Side Health District in Illinois. Other

AFSCME-represented public health employees are part of larger, multi-department or multi-agency bargaining units that cover the workforces of entire state or local governments. For example, AFSCME Council 5 represents employees of the State of Minnesota who work across multiple offices and departments throughout government, including the Department of Health. These Minnesota State employees are covered by a collective bargaining agreement between Council 5 and the State. Put otherwise, AFSCME may represent employees of standalone public health departments that are covered by a collective bargaining agreement specific to that public health department, but AFSCME also represents public health workers covered by more expansive collective bargaining agreements that cover all public employees employed by a state, city, municipality, or county.

6. As discussed more fully below, AFSCME members work in the public health space in the four states implicated in this case. AFSCME members also work in the public health space in at least 27 other states. Attachment A is a non-exhaustive list of public health departments that employ AFSCME members outside the four states implicated in this case, based on my research into AFSCME databases. Combined with this declaration, Attachment A is a snapshot of AFSCME's presence in the public health space and does not encompass the entire universe of jurisdictions where AFSCME represents public health employees and is party to a collective bargaining agreement that dictates the terms and conditions of those public health employees.

7. In my capacity as Associate Director of Organizing and Field Services, I am familiar with the various funding streams that state and local public health departments receive from the federal government directly or as subgrants from states to local governments, including grants from the U.S. Centers for Disease Control (CDC) and the U.S. Department of Health and Human

Service (HHS), as well as how the loss of this funding impacts state and local budgets, and in turn impacts employees whom AFSCME represents.

8. It is my understanding that HHS and the CDC have purported to rescind significant public health grants affecting California, Colorado, Illinois, and Minnesota. AFSCME has a large public-health presence in those states, as set forth below. Descriptions of many of the cancelled grants have been filed in *Illinois v. Vought*, 26-cv-1566 (N.D. Ill.), Dkt.57. This declaration does not duplicate those descriptions but instead focuses on the impact of those cancellations on AFSCME members as well as additional relevant cancellations not contained in the *Illinois* filings. The AFSCME members described below work for employers that receive money from grants the Defendants have purported to cancel or rescind.

Illinois

9. AFSCME Council 31 represents, as the certified exclusive collective bargaining representative under state law, approximately two-thirds of all employees of the Illinois Department of Public Health (IDPH). 694 IDPH employees are voluntary dues-paying members of AFSCME and AFSCME Council 31. These AFSCME members work throughout the state to keep Illinois residents healthy and safe. Just some of the vital work these employees do includes detecting and preventing lead poisoning and communicable or sexually transmitted diseases; monitoring outbreaks of rabies, hepatitis, and waterborne and foodborne illnesses; educating the community about risk reduction relating to HIV and AIDS; investigating licensed health facility providers for compliance with state and federal law; inspecting food and dairy processing facilities, public swimming pools, youth camps, and public and private non-community water supply facilities; and conducting public health surveys. IDPH's Chief Operating Officer has attested that the loss of the grant money at issue here will require IDPH to reduce or eliminate at

least 99 IDPH staff positions, including 78 full-time employees. I am aware that AFSCME-represented IDPH employees perform work that is funded by the grants at issue in this case, including but not limited to the Behavioral Risk Factor Surveillance System ("BRFSS") and Public Health Infrastructure Grant ("PHIG") awards.

10. AFSCME Council 31, together with its Local 505, also represents hundreds of employees at the Chicago Department of Public Health ("CDPH") as their certified exclusive collective bargaining representative under Illinois State law. The Council 31-represented bargaining unit constitutes approximately 60% of the employees of CDPH, and 369 CDPH employees are dues-paying members of AFSCME and AFSCME Council 31. In 2025, due to budgetary constraints, CDPH underwent three rounds of layoffs, which resulted in the elimination of over 100 open positions and a reduction in force (RIF) that affected approximately 40 members of the AFSCME-represented bargaining unit. Ultimately, five bargaining unit members lost their jobs with the City as a result of the third round of layoffs. The funding cuts challenged in this case will exacerbate those budgetary constraints and lead to additional layoffs of AFSCME-represented CDPH employees. The commissioner of CDPH has attested that up to 98.45 full-time CDPH public health employees could lose their jobs as a result of the loss of the grant money at issue in this case. I am aware that AFSCME-represented CDPH employees perform work that is funded by the grants at issue in this case.

11. IDPH subgrants a significant portion of its Strengthening Illinois' Public Health Administration grant, one of the grants at issue in this case, to local public health departments. AFSCME Council 31 represents employees at many local public health departments that receive this sub-granted federal money. Those Counil-31 represented departments include:

a. Champaign County

b. Champaign-Urbana Public Health District

c. Christian County

d. City of Evanston

e. Cook County Department of Public Health

f. DeKalb County

g. East Side Health District

h. Egyptian Public and Mental Health Department

i. Franklin-Williamson Bi-County Health Department

j. Grundy County Health Department

k. Jefferson County Health Department

l. Kane County Health Department

m. Kankakee County Health Department

n. Lake County

o. LaSalle County Health Department

p. Logan County Department of Public Health

q. Macoupin County Public Health Department

r. Peoria City/Couty Health Department

s. Rock Island County

t. Sangamon County Department of Public Health

u. Shelby County

v. Southern Seven Health Department

w. Whiteside County

x. Will County Health Department

12. IDPH's Chief Operating Officer attested that 674 local health department positions would lose financial support as a result of the challenged cuts.

Colorado

13. AFSCME's membership includes hundreds of employees of the City and County of Denver, including AFSCME members employed in Denver's Department of Public Health and Environment (DDPHE). In May 2025, Mayor Mike Johnston announced the City faced a $250 million budget deficit for 2025 and 2026. In August 2025, the City laid off 171 workers, including approximately 20 public health employees, and eliminated 665 open positions to cut $100 million from Denver's budget. This last round of layoffs led to the termination of AFSCME members, including in DDPHE. Withholding the funding at issue in this case will exacerbate the funding pressures Denver faces and lead to additional layoffs of AFSCME members. The Director of DDPHE has attested that the additional loss of funds caused by the actions challenged in this lawsuit will force DDPHE to terminate 22 additional public health employees.

Minnesota

14. AFSCME, through its affiliated AFSCME Council 5, represents employees across the State of Minnesota government, including at the Minnesota Department of Health (MDH). AFSCME Council 5 is the exclusive collective bargaining agent, certified under Minnesota State Law, for a bargaining unit consisting of MDH employees. The Deputy Commissioner of MDH, Wendy Underwood, has attested that the money that Defendants have or will withhold from MDH supports 97 full-time equivalent staff positions at MDH. It is unclear whether MDH will be able to fill this funding gap, meaning that it will likely have to terminate staff, including AFSCME members.

15. Minnesota distributes part of the Public Health Infrastructure Grant Program funding, which is at issue in this case, to community health boards. Community health boards are the legal governing authorities for local public health in Minnesota. They work with the State to protect against public health hazards. Sometimes community health boards span multiple counties. AFSCME, through its affiliated AFSCME Council 5 and AFSCME Council 65, represents employees at approximately two dozen local governments whose work includes public health work overseen by community health boards. Those community health boards receive Public Health Infrastructure Grant Program money from the State that then funds AFSCME members' work:

a. AFSCME Council 65 represents public health employees in counties who do work with the following Boards that will lose pass-through money from the State:

i. Beltrami County Community Health Board

ii. Benton County Human Services

iii. Blue Earth County Community Health Board

iv. Carlton-Cook-Lake-St. Louis Community Health Board

v. Carver County Community Health Board

vi. Cass County Health, Human & Veterans Services

vii. Des Moines Valley Health and Human Services

viii. Human Services of Faribault & Martin Counties

ix. Fillmore-Houston Community Health Board

x. Freeborn County Community Health Board

xi. Horizon Public Health

xii. Kandiyohi-Renville Community Health Board

xiii. Meeker-McLeod-Sibley Community Health Board

xiv. Morrison-Todd-Wadena Community Health Board

xv. Mower County Community Health Board

xvi. Pine County Community Health Board

xvii. Polk-Norman-Mahnomen Community Health Board

xviii. Stearns County Community Health Board

xix. Wright County Community Health Board

b. AFSCME Council 5 represents public health employees in counties who do work with the following Boards that will lose pass-through money from the State:

i. Dakota County Community Health Board

ii. Hennepin County Community Health Board

iii. Saint Paul Ramsey County Community Health Board

iv. Scott County Community Health Board

v. Washington County Community Health Board

16. MDH Deputy Commissioner Wendy Underwood has attested that this pass-through funding, which CDC intends to terminate, supports approximately 200 Community Health Board positions. She has also attested to her understanding that loss of the pass-through funds could put some community health organizations at risk of closing altogether. In other words, the funding cuts will cause AFSCME members to lose their jobs.

17. AFSCME Council 5 also represents employees of the City of Minneapolis. It is my understanding based on publicly available information that Minneapolis is a direct recipient of two CDC grants, Federal Award Identification Numbers NE11OE000027 and NU58DP007607. It is also my understanding that those grants were announced to be terminated by the Targeting

Directive, which if effectuated would deprive Minneapolis of over $6 million in public health funding and thus likely cause AFSCME members to lose their jobs.

California

18. AFSCME affiliates AFSCME District Council 36 (Council 36) and the Union of American Physicians and Dentists, represent employees at the Los Angeles County Department of Public Health (LACDPH), which is a direct grantee of the CDC and stands to lose over $64 million in public health funds due to the cuts at issue here. LACDPH has attested that the County would be unable to offset these losses and that up to 148.5 LACDPH personnel would potentially have to be terminated or reassigned as a result.

19. Los Angeles County and AFSCME Council 36 are currently in the process of negotiating a new CBA, and the County has expressed to AFSCME Council 36 that the County is in unprecedented financial distress in the wake of a $4 billion legal settlement and $2 billion in expenses related to last year's wildfires. The County has already ceased filling vacancies in County jobs. Any grant cuts to LACDPH therefore put directly at risk the jobs of AFSCME members who work for Los Angeles County and LACDPH. Based on the government employers' attestations in *Illinoi v. Vought*, Case No. 1:26-cv-1566, many AFSCME-represented public health employees will lose their jobs as a direct result of these funding cuts. Without their jobs in public health, these members will face lost wages, lost health insurance benefits, and untold financial and emotional harm.

20. The decision by HHS and the CDC to swiftly and abruptly pull promised public health funding from the four Targeted States also directly impacts numerous AFSCME members who work in public health for state and local governments across the country in other states, as the specter of potentially being subject to arbitrary federal funding cuts increases precarity in other

jurisdictions as well. Increased financial precarity due to the threat of federal grant cuts in turn harms AFSCME's bargaining power and thus its ability to deliver for its members by achieving optimal terms and conditions of employment for them in CBAs, especially in the four Targeted States but also elsewhere.

21. And these harms to AFSCME members also harm AFSCME International and AFSCME Affiliates as organizations. The greatest loss to AFSCME from the loss of members is a diminished public workforce to service our communities, but the loss of dues revenue is another practical harm to the union because the organization relies on dues to perform critical representational work for our members every day. Additionally, shrinking bargaining units at the state and local levels will only reduce the union's strength at the bargaining table where we negotiate wages, benefits, and other terms and conditions of employment for our members and their entire bargaining unit of public health workers. In Illinois, for example, the loss of public health employees from the statewide bargaining unit would weaken not only the bargaining power of public health employees, but of all AFSCME members who work for the State.

22. Layoffs also force AFSCME to divert resources that will make it more difficult to accomplish AFSCME's primary mission of improving the wages and benefits for all AFSCME members, because AFSCME Affiliates are committed under their CBAs to enforce CBA provisions related to layoffs, and also because AFSCME Affiliates are committed to supporting AFSCME members through employment disruptions especially, including layoffs. This diversion of resources is necessary to support impacted members, as it is both AFSCME's core commitment as a labor organization, and the AFSCME Affiliates' statutory duty under state and local labor relations laws, to represent all members of bargaining units for which AFSCME is the certified exclusive collective bargaining agent.

23. Members of the public, including AFSCME's broader membership in the affected states, who benefit from and rely upon the public health resources states and localities provide, will also suffer from lost personnel and ceased or reduced public health programming.

24. Through my experience in AFSCME's Organizing and Field Services Department, I am in communication with our affiliates every day and am aware of the way the loss of federal dollars at the state level, like with the HHS and CDC cuts to the public health funding at issue here, will reverberate through state and local public health agencies. In jurisdictions where similar cuts have taken effect elsewhere, layoffs have followed. Some examples include cuts to COVID-related funds to public health departments where AFSCME represents employees in Alaska and Ohio, where AFSCME members have experienced layoffs as an immediate and direct result once the grant cuts were in effect. Based on my experience, the loss of the substantial HHS and CDC public health funding at issue in this case will result in job losses for AFSCME members if the cuts are allowed to take effect.

25. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed at Washington, D.C. on the 25th day of March, 2026.

Michelle Sforza

ATTACHMENT A

State	Affiliate	Local	Employer
AK	ASEA		State of Alaska
AZ	449	449	County of Pima/El Rio Medical Center
CT	4	595	City of Meriden
CT	4	466	City of Middletown
CT	4	1303-332	City of New Britain
CT	4	2405	City of Norwalk
CT	4	2657	City of Stamford
CT	4	1303-446	Ledge Light Health District
CT	4		Town of Ledyard
DE	81		State of Delaware
HI	HGEA	152	State of Hawaii
IA	61	679	Black Hawk County Public Health
IA	61	2205	Des Moines County Health Department
IA	61	2840	Jasper County Board of Health
IA	61	231	Linn County
KS	KOSE		State of Kansas Department of Health & Environment
KY	962	2629	Louisville Jefferson County Metro Government
MA	93	787	Boston Public Health Commission
MA	93	690	City of Wayland Public Health Department
MA	93		New Bedford Health Department
MA	Alliance with SEIU Local 888		Commonwealth of Massachusetts
MD	3	558	City of Baltimore
MD	3		State of Maryland
MI	925	2733	County of Washtenaw
MI	925	3497	District Health Department No. 2
MI	925	1421	Lapeer County Health Department
MI	925		Ottawa County Public Health Department
MI	925	3626	Western UP District Health Department

MI	925	1855	Mid-Michigan Public & Health Care
MI	925	1613	Marquette County Health Department
MI	925	25	Wayne County Health Deppartment
MI	MSEA	5	State of Michigan
MO		500	City of Kansas City
NE	NAPE	61	State of Nebraska
NH	93	298	City of Manchester Health Department
NJ	63		Cape May County
NJ	63	430	Paterson Division of Health
NM	18		State of New Mexico
NV		4041	State of Nevada
NY	37	3005, 436, 768	City of New York Health Department
NY	CSEA	1000	Albany County Health Department
NY	CSEA	1000	County of Broome
NY	CSEA	1000	County of Cattaraugus
NY	CSEA	1000	County of Cayuga
NY	CSEA	1000	County of Chautauqua
NY	CSEA	1000	County of Chemung
NY	CSEA	1000	County of Chenango
NY	CSEA	1000	County of Clinton
NY	CSEA	1000	County of Courtland
NY	CSEA	1000	County of Duchess
NY	CSEA	1000	County of Fulton
NY	CSEA	1000	County of Genessee
NY	CSEA	1000	County of Herkimer
NY	CSEA	1000	County of Lewis
NY	CSEA	1000	County of Livingston
NY	CSEA	1000	County of Monroe
NY	CSEA	1000	County of Montgomery
NY	CSEA	1000	County of Orleans
NY	CSEA	1000	County of Oswego
NY	CSEA	1000	County of Putnam

NY	CSEA	1000	County of Rockland
NY	CSEA	1000	County of Saratoga
NY	CSEA	1000	County of Schenectady
NY	CSEA	1000	County of Schoharie
NY	CSEA	1000	County of Schuyler
NY	CSEA	1000	County of Tioga
NY	CSEA	1000	County of Tompkins
NY	CSEA	1000	County of Ulster
NY	CSEA	1000	County of Westchester
NY	CSEA	1000	County of Yates
NY	CSEA	1000	County Oneida
NY	CSEA	1000	Essex County
NY	CSEA	1000	Madison County
NY	CSEA	1000	Ontario County
NY	CSEA	1000	St Louis County Public Health and Human Services Department
NY	CSEA	1000	Warren County
NY	CSEA	1000	Wyoming County
NY	CSEA	1000	Wayne County
OH	8	2191	Columbus City Board of Health
OH	8	3619-2	Jackson County Health Department
OH	8	3759	Mahoning County District Board of Health
OH	8	3469	Mansfield-Richland County Health
OH	8		Cuyahoga Board of Health
OH	8		Cincinnati Health Department
OH	8		Cleveland Health Department
OH	8		Elyria Health Department
OH	8		Lake County Health District
OH	OCSEA	11	State of Ohio
OR	75		Benton County
OR	75		Clatsop County
OR	75		Columbia County

OR	75		Deschutes County
OR	75		Hood River County
OR	75		Josephine County
OR	75	2831	Lane County
OR	75		Malheur County
OR	75		Morrow County Health District
OR	75	88	Multnomah County
OR	75		Polk County
OR	75		Tillamook County
OR	75		Umatilla County
OR	75		Wallowa County Health Care District
OR	75		Yamhill County
PA	13		County of Bucks
PA	33	488	City of Philadelphia Municipal Health Department
PA	47	2187	City of Philadelphia
RI	94	2870	State of Rhode Island Health Department
SD	65	519	City of Sioux Falls
SD	65		Beadle County
TX		1624	City of Austin
TX		HOPE	City of Houston
VA	20	3001	City of Alexandria
WA	2	275	Grays Harbor County
WA	2	367-C	Pacific County
WA	2		San Juan County
WA	2		Seattle-King County Health Department
WA	2		Snohomish Health District
WA	2		Tacoma-Pierce Health Department
WA	2	618-CO	Thurston County
WA	2	1557	Wahkiakum County
WA	2		Yakima County
WA	28		State of Washington
WI	32	705	Dane County Health Care Emp

Exhibit B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

EASTERN DIVISION

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO *et al.*, *Plaintiffs*, v. RUSSELL VOUGHT, in his official capacity as Director of the Office of Management & Budget, et al.; *Defendants*.	Case No. 26-cv-02656 Honorable Judge John F. Kness

DECLARATION OF DAMIAN PLAZA

I, Damian Plaza, hereby declare under penalty of perjury as prescribed in 28 U.S.C. § 1746 that the following is true and correct:

1. My name is Damian Plaza. I am over 18 years of age, of sound mind, and fully competent to make this declaration. This declaration is based on my personal knowledge, information, and belief.

2. I am an employee of the City of Chicago Department of Public Health ("CDPH"). I am an investigator focused on identifying and stopping the spread of food-borne illnesses. I have worked for CDPH for about 25 years.

3. I am a member and the president of AFSCME Local 505, which is affiliated with AFSCME Council 31 in Illinois and AFSCME International. As a member of Local 505, I am

also a member of both AFSCME Council 31 and AFSCME International. I pay my voluntary union membership dues to Local 505, a portion of which are remitted to Council 31 and AFSCME International, every month and have done so for multiple years.

4. Local 505 has 369 dues-paying members employed by CDPH and is the certified collective bargaining representative under state law of a bargaining unit consisting of about sixty percent of all CDPH employees. The terms and conditions of all members of the Local 505 bargaining unit at CDPH are governed by a collective bargaining agreement ("CBA") between CDPH and AFSCME Council 31 and Local 505, which is set to expire next year and which I play a role in negotiating and enforcing on behalf of CDPH employees.

5. In January 2026, CDPH conducted a reduction-in-force ("RIF") that affected about 40 Local 505 members and resulted in 5 being laid off and losing their jobs. CDPH told us that the RIF was specifically due to the loss of federal grants related to COVID-19, and everyone laid off was a person whose job was funded by one of those federal grants.

6. Since the January 2026 layoffs, CDPH has also been crystal clear that there is no financial slack at CDPH and that vacancies will not be filled as a consequence. For example, my team used to have 10 employees, but now we are down to 5; when a coworker recently retired, the position was not filled. Operating at half our typical staffing levels has made the jobs of everyone on my team much harder already, and this harms public health. I cannot imagine doing this job with even fewer colleagues, but I know I may have to do just that for a long time if there is another RIF due to additional lost federal funding, because CDPH will not fill those vacancies.

7. I learned from my experience with the January 2026 layoffs that CDPH is in an extremely precarious financial position and that any future loss of federal grants will lead directly to the immediate loss of jobs by Local 505 members. Thus, I was not surprised at all to read the

declaration of CDPH Commissioner Ige filed in the case of *Illinois v. Vought*, 26-cv-1566 (N.D. Ill.), stating that up to 98 CDPH employees could lose their jobs if the cuts CDC recently tried to make to CDPH grants were to take effect. The overwhelming majority of those losing their jobs would be Local 505 members.

8. It is hard to express just how many ways losing these Local 505 members at CDPH would harm them, our union, and our Chicago community. Many of our members are not highly paid, and one of the greatest benefits they get for working at CDPH is the valuable health insurance benefit we negotiate in our CBA; losing it would be devastating for those members with preexisting conditions. Losing health insurance on top of being unemployed and losing their income would be very harmful to all members and their families. The public would also lose the critical public health services these members provide, which would be especially harmful right now because we are already so understaffed following the January 2026 layoffs and because CDPH has not filled vacancies across the entire agency–not just those affected by grant cuts.

9. The greatest losses to the union from layoffs are the loss of seeing colleagues and fellow public service workers fired and the loss of the critical public health work they perform as a result, but there are other practical harms to the union as an organization as well, and those harms hurt our members too. For Local 505, losing members also means losing our only source of revenue, membership dues, as well as strength in collective bargaining which requires resources funded by those dues. We would also lose strength in collective bargaining both because we would be smaller in number and because CDPH's dire financial condition would make it harder for us to achieve gains for our members at the bargaining table in negotiations over our next CBA, which hurts union members who are not laid off too. In addition, RIFs require intensive work by our union to represent our members and enforce the RIF provisions of our CBA to

ensure layoffs happens in accordance with all rules, which inevitably erodes support for Local 505 among members who are upset about the RIF process. For example, after the January 2026 RIF, members upset about how the RIF was implemented expressed to me their intention to quit the union.

10. I believe our City and our State are being targeted with these grant cuts in retaliation for our policies, in particular us being a "sanctuary city." I am politically active and have openly supported the sanctuary city policy, because I oppose cruelty and believe that our City should be welcoming to all of our residents, no matter who they are or where they come from. As the president of Local 505, I have spoken out publicly and in the press in support of the idea that it is important to help more members of our community feel seen and represented. And Local 505 members have also told me that they, too, believe Chicago is being retaliated against for being a sanctuary city.

Executed at Chicago, Illinois on the 25th day of March, ~~2026~~.

Damian Plaza

Exhibit C

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

EASTERN DIVISION

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO *et al.*, *Plaintiffs*, v. RUSSELL VOUGHT, in his official capacity as Director of the Office of Management & Budget, et al.; *Defendants*.	Case No. 26-cv-02656 Honorable Judge John F. Kness

DECLARATION OF DARLETTA SMITH

I, Darletta Smith, hereby declare under penalty of perjury as prescribed in 28 U.S.C. § 1746 that the following is true and correct:

1. My name is Darletta Smith. I am sixty (60) years of age, of sound mind, and fully competent to make this declaration. This declaration is based on my personal knowledge, information, and belief.

2. I am an employee of the City of Chicago Department of Public Health ("CDPH"). I am a Communicable Disease Control Investigator ("CDCI") and work on the Sexually Transmitted Infections ("STI") Surveillance team within the Syndemic Infectious Disease ("SID") Bureau.

3. I am a member of AFSCME Local 505, which is affiliated with AFSCME Council 31 and AFSCME International. As a member of Local 505, I am also a member of both AFSCME Council 31 and AFSCME International. I pay my voluntary union membership dues to Local 505, a portion of which are remitted to AFSCME Council 31 and AFSCME International, every month and have done so for multiple years. My terms and conditions of employment are governed by a collective bargaining agreement ("CBA") between Local 505 and CDPH.

4. As a CDCI, my primary role is to support CDCH's STI Surveillance Program by tracking the treatment that Chicago residents are receiving throughout the City for communicable STIs, both to ensure they are receiving adequate treatment and to minimize the spread of diseases. The CDCH STI Surveillance Program is responsible for collecting all reports of STIs from laboratories and health care providers in Chicago. State law mandates that all laboratories and health care providers within the City of Chicago report cases of STIs to CDPH, and I work to ensure that those reports are received, complete and processed in a timely fashion to report to the Illinois Department of Health ("IDOH") and U.S. Centers for Disease Control and Prevention ("CDC"). I work closely with health care providers to obtain missing information, confirm and verify that our residents are receiving adequate treatment for their STIs, and assign STI cases to field staff to assist with linkage to care if treatment has not been received. I have received advanced training from the CDC to conduct these investigations.

5. My position is grant-funded, and therefore I am required to log the hours that I work to grants in CDPH's internal systems. I log my hours to the "STD Prevention" grant which comes from federal CDC funding. My supervisor has told me that my job depends on this grant funding, and that the threat to this grant is also a threat to my job.

6. In January 2026, CDPH conducted a reduction-in-force ("RIF"), also known as a layoff, that reduced the size of the STI Surveillance Team on which I work. One member of our team was subject to the RIF. So I know that any cuts to the federal grant that funds our work would result in further RIFs to my team which would likely lead to me being laid off this time.

7. I am terrified of losing my job as a result of these federal funding cuts. I rely on my job not only for a stable paycheck but also for my employer-provided healthcare, which I desperately need because I have multiple underlying medical conditions. I am a breast cancer survivor, having received radiation, chemotherapy, and surgery which resulted in the removal of 18 lymph nodes. As a result my breast cancer treatment, I require regular MRIs and mammograms for maintenance as well as ongoing care from my oncologist. In addition, I have diabetes and am on multiple costly medications. The combination of my diabetes and lack of lymph nodes leads to intense swelling which requires me to periodically be bandaged for relief, requiring significant sick time off work.

8. If I lost my job, I would not be able to afford health insurance on the private market and also pay my rent. Because I cannot afford not to take care of my health due to my preexisting conditions, I would have to spend all my money on healthcare, and I would become homeless. I would also probably have to change my current healthcare providers, which would be very damaging for the continuity of care for my multiple complex conditions. My health conditions and age also make me confident that, in the current labor market, it would be virtually impossible for me to find another job, let alone one that would provide me comparable health insurance benefits and adequate leave on Day 1 to treat my health conditions, which currently require regular medical leave. I simply cannot live without my job at CDPH.

9. I also love my job, I am good at it, and the public benefits as a result. Every day I show up to work I devote 100% to trying to make sure our city's residents stay healthy so that they can live their lives with dignity. I do this by working proactively to ensure that individuals with STIs get the care they need and deserve, which they often are not getting until we at CDPH intervene, and also by doing everything I can to make sure that these diseases do not spread. I am extremely proud of the difference we make in our residents' lives.

10. Losing the federal funding we need to do this important work, and shrinking our STI Prevention team, would have a directly harmful impact on the public by reducing our ability to track, treat, and prevent the spread of STIs in our community.

11. I am proud of the role I play in helping our city achieve positive public health outcomes, and there is no other job I am as qualified to do, nor would I want to be. This is not just a job. This role is more than that, and losing my job would harm my sense of purpose and identity. Due to the large number of layoffs of public health employees already, and other federal funding cuts, there are no jobs for someone like me who is committed to doing this work as a career.

Executed at Chicago, Illinois on the 24 day of March, 2026.

Darletta Smith