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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

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REVOLUTION WIND, LLC,

Plaintiff,

v.

DOUGLAS J. BURGUM, et al.,

Defendants.  
----- x

CA No: 1:25-cv-02999-RCL  
Washington, D.C.  
Monday, September 22, 2025  
11:08 a.m.

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TRANSCRIPT OF PRELIMINARY INJUNCTION HEARING  
HELD BEFORE THE HONORABLE ROYCE C. LAMBERTH  
UNITED STATES DISTRICT JUDGE

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## P R O C E E D I N G S

1  
2 THE COURTROOM DEPUTY: Good morning, Your Honor.  
3 We are on the record in Civil Case 25-2999, *Revolution Wind,*  
4 *LLC v. Douglas J. Burgum, et al.*

5 Starting with plaintiff's counsel, please approach  
6 the podium and state your appearance for the record.

7 MS. SCHNEIDER: Good morning, Your Honor; Janice  
8 Schneider with Latham & Watkins on behalf of plaintiff,  
9 Revolution Wind.

10 THE COURTROOM DEPUTY: For defendants?

11 MR. TORSTENSEN: Good morning, Your Honor; Peter  
12 Torstensen on behalf of the federal defendants.

13 THE COURT: Okay.

14 All right. The plaintiffs may proceed.

15 Oh, go ahead.

16 MR. MARZULLA: And good morning, Your Honor; for  
17 defendant intervenor Green Oceans, I am Roger Marzulla.

18 THE COURT: Okay. Plaintiffs may proceed.

19 MS. SCHNEIDER: Thank you, Your Honor. With the  
20 Court's permission, I'd like to reserve five minutes for  
21 rebuttal.

22 THE COURT: Sure.

23 MS. SCHNEIDER: Thank you.

24 Following no process under statute or regulation,  
25 the government changed its position and suspended work on a

1 previously approved project at a critical stage of  
2 construction with no notice, no allegation of violation, no  
3 meaningful explanation, no consideration of Revolution  
4 Wind's reliance interests, and no due process whatsoever  
5 imposing enterprise-level existential harm to the company.

6 The project was first approved in 2023 after a  
7 decade of environmental, national defense, and safety  
8 reviews involving more than 15 state, federal, and local  
9 agencies. The 704-megawatt project is now 80 percent built.  
10 All of the turbine foundations are in, and approximately 70  
11 percent of the wind turbines are up. It will provide power  
12 to more than 350,000 homes and businesses in a region that  
13 desperately needs low-cost and reliable energy. The New  
14 England independent system operator, which runs the grid up  
15 there, and the states of Connecticut and Rhode Island have  
16 all said that this unprecedented and, I will add, unlawful  
17 move threatens grid reliability. The stop work order has  
18 already cost Revolution Wind approximately \$70 million.

19 The Bureau of Ocean Energy Management's August  
20 22nd stop work order was issued based on unsubstantial  
21 concerns in violation of required procedure, due process  
22 protections, and is contrary to law and is arbitrary and  
23 capricious. Now the government offers up post hoc  
24 allegations in a declaration that are so weak it simply  
25 underscores the arbitrary and pretextual nature of the

1 government's stop work order.

2 The stop work order violates both OCSLA, the  
3 Administrative Procedure Act, and the U.S. Constitution, and  
4 that's the Outer --

5 THE COURT: At the time the stop work order was  
6 issued, there was no reason given other than review. Right?

7 MS. SCHNEIDER: Correct, Your Honor.

8 THE COURT: So they had no basis whatsoever. They  
9 just said, "Stop work. We're going to review it."

10 MS. SCHNEIDER: That is correct, Your Honor.

11 THE COURT: So that's the height of arbitrariness,  
12 from your point of view.

13 MS. SCHNEIDER: That is exactly correct, Your  
14 Honor.

15 THE COURT: All right. And now they're coming up  
16 with an explanation of national security concerns and other  
17 concerns in the assistant secretary's letter.

18 MS. SCHNEIDER: That is correct, Your Honor.

19 THE COURT: But at the time they ordered the stop  
20 work, they had nothing other than we're going to look at it.

21 MS. SCHNEIDER: I'm sorry. Say again?

22 THE COURT: They had nothing other than we're  
23 going to look at it.

24 MS. SCHNEIDER: That's correct, Your Honor.

25 THE COURT: And that incurred this cost of \$70

1 million.

2 Now, tell me how that \$70 million was incurred.

3 MS. SCHNEIDER: So in order to immediately comply  
4 with this effective order, we had to demobilize our entire  
5 work force. We had 18 vessels out on the lease, you know,  
6 lawfully constructing the project consistent with the 350  
7 construct and operation plan conditions that we need to  
8 comply with. So we had a lot of people involved, hundreds  
9 of workers, both onshore and offshore, having to move all of  
10 the various equipment, you know, to the area, out to sea, et  
11 cetera, and we had to immediately demobilize. So those  
12 workers are all idled, Your Honor. The boats are no longer  
13 on the lease site.

14 You know, in a manner that is consistent with the  
15 stop work order they have allowed us to make sure that some  
16 work has continued to prevent, you know, safety-related  
17 issues, you know, to sort of tie things up while we wait.  
18 But every day that goes by it costs the project \$2.3  
19 million.

20 THE COURT: All right. Do you use that figure in  
21 persuading me to issue this -- I set this hearing for today.  
22 Tell me how you're injured going forward then.

23 MS. SCHNEIDER: Well, there are a number of ways  
24 that we are injured going forward.

25 First, just to step back for a moment, the

1 project's sole and exclusive function is to build the  
2 project on this lease. That's its only business. It is a  
3 joint venture between companies. And under the joint  
4 venture agreement, you know, neither company can  
5 unilaterally increase the project's budget. It just can't  
6 be done.

7 The harm comes from the need to do the work  
8 expeditiously, and I'm going to walk through for Your Honor  
9 just what the work is that needs to be done so that you can  
10 understand why we need relief now. Because if we can't do  
11 Step 1, we can't get the work done.

12 So it's going to take approximately three months  
13 from now for us to finish critical work, including putting  
14 -- finishing the offshore substation. There's a 3,000-ton  
15 top side sitting on a boat in a bay waiting to be built.

16 We have to finish the array cable construction  
17 between --

18 THE COURT: And that's the boat you have to have  
19 now because you can't get it for another three years.

20 MS. SCHNEIDER: That's correct. That's called the  
21 WHITE MARLIN, Your Honor. That's exactly right.

22 But just to go back to the timeline. So we need  
23 three -- we need to finish before mid-December because two  
24 key boats can leave even if the work is not complete, WHITE  
25 MARLIN and the SEAWAY AIMERY.

1           Then we need one to two months to prep the  
2 facilities after we complete construction; prep the  
3 facilities to energize them, to make sure that they're ready  
4 to take the electricity that's going to be generated.

5           We then need seven months to actually energize the  
6 facilities and test the facilities once we get first power.  
7 That involves ramping up every single wind turbine  
8 generator. We have to run them for ten days each. There  
9 are 65 of them. So it takes time. And then we need to test  
10 the whole system to make sure it's working together, that  
11 it's all communicating together and can actually, you know,  
12 deliver energy to the New England grid.

13           And so, you know, as I said, we need to get the  
14 work done while we have the vessels. It took us years to  
15 contract these vessels. There's no guarantee that these  
16 vessels will be available, and we do know that the SEAWAY  
17 AIMERY is under contract until 2028, so we definitely --

18           THE COURT: So it's 2028 before you can get the  
19 vessel again.

20           MS. SCHNEIDER: Before we can get that vessel back  
21 if we don't do the work now.

22           The other thing I'll mention that's really  
23 important and why we've asked for relief today is the  
24 weather is a real issue. It's not something we can control.  
25 The project is in the north Atlantic. So I don't know if

1 you saw "The Perfect Storm," but it can get pretty rough up  
2 there. And as we get further into winter, the weather just  
3 gets worse. The seas get rougher, and it's harder to do  
4 work safely, which we have to do. And if there isn't a  
5 weather window available to do the construction work, we  
6 can't do the construction work.

7 So between the vessels and them being able to  
8 leave and the worsening weather as we get into the winter --  
9 and this is a matter of historical record -- we've got to  
10 have relief now in order to have any real opportunity of  
11 finishing Step 1, so that we can then get on to Steps 2, 3,  
12 4, 5, and 6 and meet our commercial operation dates as  
13 required under our contractual power of purchase agreements.

14 THE COURT: And Step 1 is three months.

15 MS. SCHNEIDER: Step 1 is three months, Your  
16 Honor.

17 THE COURT: I understand.

18 MS. SCHNEIDER: Just to go back to the merits,  
19 Your Honor, just to sort of underscore in terms of  
20 likelihood of success on the merits. You know, we have a  
21 lot of arguments in our briefs, of course. I want to focus  
22 on three, and Your Honor touched on them briefly at the  
23 outset.

24 But the three that I want to focus on is the  
25 government's complete failure to follow its own statutory

1 and regulatory procedures, its complete failure to consider  
2 reliance interests in the face of a clear change of  
3 position, and the stop work order's complete failure to  
4 articulate a reasoned explanation for its issuance. Our  
5 perspective is that the declaration that was filed does not  
6 cure that infirmity. It's incorrect factually, and it is a  
7 post hoc declaration.

8 Your Honor, on the first point, the government  
9 simply doesn't grapple with the text of OCSLA or its  
10 implementing regulations. The government, in fact, admits  
11 that it didn't invoke any -- any -- of these provisions or  
12 follow any of its own rules. Interior does not have  
13 inherent authority to issue the stop work order. Its  
14 authority is limited to what Congress gave to it.

15 And when you look at the statute, Section  
16 1337(p) (4) does not confer blanket authority to order a halt  
17 or to suspend previously authorized activities. And, Your  
18 Honor, Interior has never taken this position before.

19 I will say it's also at odds with other sections  
20 of OCSLA, including 43 USC 1341(c) and 1341(d), which are  
21 other provisions in the statute governing suspensions.

22 OCSLA and its regulations set out a clear process.  
23 Congress did tell the department and the secretary to go  
24 draft regulations, and they did. And they're extensive  
25 regulations. And if there's a violation of your approval,

1 the process requires that the government issue a notice of  
2 noncompliance under 30 CFR 585.106 to take corrective  
3 action. And in that notice, Your Honor, it will tell you  
4 how you failed to comply, what you must do to correct the  
5 noncompliance, and within what time frame you have to  
6 correct the noncompliance.

7 THE COURT: And they did not do that here.

8 MS. SCHNEIDER: They did not do that, Your Honor.

9 And if you fail to comply, then a different agency  
10 with the Interior department, the Bureau of Safety and  
11 Environment Enforcement, which I'll call "bess-ee," can  
12 issue a sanction order under 30 CFR 285.401, and in the  
13 cessation order, BSEE will set forth what measures you're  
14 required to take in order to receive approval to resume  
15 activities on your lease.

16 BSEE can also issue a notice of noncompliance  
17 under 30 CFR 285.400(c). And guess what? BSEE's notice of  
18 noncompliance will tell you how you failed to comply, will  
19 specify what you must do to correct the noncompliance and  
20 the time limits in which you need to act.

21 None of these things occurred. On its face the  
22 stop work order issued by BOEM does none of this.

23 The government also has authority to issue a lease  
24 suspension, but that can only be issued under defined  
25 circumstances in the regulations. Those regulations are 30

1 CFR 585.417 and 30 CFR 285.417. Nor did the Department of  
2 Defense invoke its authorities for a lease suspension under  
3 OCSLA, which I referred to earlier.

4 The government, Your Honor, has utterly failed to  
5 follow its governing statute and its own rules and is now  
6 arguing that the statutory and regulatory scheme is somehow  
7 optional. To suggest now that Revolution will get more  
8 process if it were actually violating the terms of its  
9 approval cannot be squared with applicable law. And I would  
10 add, Your Honor, that this new federal interpretation should  
11 be given absolutely no deference.

12 The second point is with respect to change in  
13 position. The government argues it has not changed its  
14 position, and that's simply not credible. The Construction  
15 Operation Plan Condition 5.1 provides that the effective  
16 date for authorizing construction is the date of when it was  
17 issued. That's effectively the notice to proceed, and that  
18 was August 21, 2023, over two years ago.

19 The stop work order halts construction. That,  
20 plain and simple, is a change in position, and Revolution  
21 Wind's reliance interests, the billions of dollars invested  
22 constructing the project over just the last two years, and  
23 the workers and the jobs and the hundreds of thousands of  
24 manhours put into this project and the needs of the state  
25 that planned for this electricity to come online on time

1 must all be considered. And, Your Honor, they were not.

2 And that violates the law.

3 And then third, based on the new declaration, they  
4 identify -- well, let me step back.

5 When you look at the order -- here's the order.  
6 It's one page, right? It gives no real reason. It's  
7 extremely abbreviated. What little it does say -- national  
8 security and the prevention of interference to other  
9 reasonable uses, that's all it says.

10 THE COURT: It says they're going to review that.

11 MS. SCHNEIDER: It says they're going to go on to  
12 review it, not that they finished it.

13 THE COURT: Right.

14 MS. SCHNEIDER: Exactly, Your Honor.

15 So this new declaration that they provided --  
16 which they provided for the very first time to us in this  
17 litigation -- is the first time we've heard about these  
18 concerns and are completely different from what the  
19 administration has been saying in the press and on TV. And  
20 I would urge the Court to review the secretary's statements  
21 cited in our brief --

22 THE COURT: I saw what you said in your brief.  
23 The secretary is saying something totally different.

24 MS. SCHNEIDER: Totally different.

25 THE COURT: Right.

1 MS. SCHNEIDER: Totally different.

2 And the new reasons, Your Honor, given by the  
3 declaration, they just don't hold water when you actually  
4 look at the record. The declaration is incomplete, and,  
5 candidly, it's uninformed. The declaration is not credible,  
6 and it should be given no weight.

7 And importantly, nowhere -- nowhere -- in that  
8 declaration does the declarant explain why halting  
9 construction would mitigate any of the concerns that are  
10 being raised. And, in fact, there's just no nexus, and this  
11 is the hallmark of arbitrary and capricious behavior.

12 And if the Court wants to probe, I could also  
13 point you to a hearing recently where the declarant was  
14 being questioned by members of Congress and was unable to  
15 answer why the stop work order was issued and, in fact, did  
16 not talk about any of the things in his declaration. So if  
17 the Court would like to see that, we're happy to file that  
18 clip with the Court.

19 The bottom line is there are four buckets of  
20 issues raised in the declaration.

21 THE COURT: When were those hearings?

22 MS. SCHNEIDER: They were in early September, Your  
23 Honor.

24 THE COURT: And where were they?

25 MS. SCHNEIDER: I believe they were here before

1 the House of Representatives subcommittee hearing.

2 THE COURT: They were public hearings?

3 MS. SCHNEIDER: Yes, Your Honor.

4 So going back to the four issues raised in the  
5 declaration, two are related to the Navy, and here's the  
6 bottom line of the facts. Revolution Wind consulted with  
7 the Navy on the export cable technology, and the survey  
8 activities provided the Navy with hundreds of pages of  
9 information, and we continue to routinely consult with them.  
10 The Navy has --

11 THE COURT: Prior to the stop work order the Navy  
12 never told you that there was any problem.

13 MS. SCHNEIDER: That is correct, Your Honor.

14 THE COURT: Okay.

15 MS. SCHNEIDER: That is correct, Your Honor.

16 THE COURT: And even now you have not been told  
17 there was a problem. It's just they're going to review  
18 that.

19 MS. SCHNEIDER: That is correct, Your Honor.

20 THE COURT: Even with the Sues declaration.

21 MS. SCHNEIDER: That is correct, Your Honor.

22 We have gone through the clearing process with the  
23 Department of Defense. We have an agreement with the  
24 Department of Defense where the Department of Defense says  
25 it does not have concerns.

1           The second two issues are related to the National  
2           Oceanic and Atmospheric Administration, which I'll call  
3           NOAA, N-O-A-A. One is related to survey mitigation where we  
4           document in our rebuttal declarations that we are in a  
5           regional process requested by the government, and the other  
6           is related to cod spawning, which ignores all of the  
7           conditions that the company -- that the project complied  
8           with to protect cod. And the other point is that most of  
9           that work was already done before the stop work order was  
10          issued.

11           So we have two rebuttal declarations from those  
12          individuals who were actually involved in furthering and  
13          complying with these conditions. They have decades of  
14          experience, including with the Navy and the U.S. Coast  
15          Guard, and I would urge the Court to take a close look at  
16          those.

17           I can go into more detail on those, but I wanted  
18          to stop and see if you had any specific questions related to  
19          those.

20           THE COURT: That's all I have for now.

21           MS. SCHNEIDER: Thank you, Your Honor.

22           We talked about irreparable harm, Your Honor.  
23          Again, you know, I just want to underscore that with each  
24          passing day the risk of not meeting the deadlines and having  
25          the power purchase agreements terminated goes up.

1 THE COURT: Tell me how it's irreparable.

2 MS. SCHNEIDER: Say it again.

3 THE COURT: Tell me how it is irreparable.

4 MS. SCHNEIDER: Well, I think in terms of  
5 irreparability it goes back to not being able to do the work  
6 on Step 1. And if we can't do Step 1, we can't finish the  
7 project. We can't meet our contractual deadlines under the  
8 power purchase agreements on time, and the utilities in  
9 which we have entered into those agreements would have the  
10 right to terminate those agreements. So the entire  
11 enterprise falls away.

12 This is not like any of the cases that they cited  
13 in their briefs. This is not CVS and two stores. This is  
14 not Delta Airlines and two planes. The entire enterprise  
15 could fail because of the stop work order, and that, Your  
16 Honor, is, you know, the nature of our irreparable harm.

17 So we could lose \$5 billion invested --

18 THE COURT: Already invested.

19 MS. SCHNEIDER: Already spent or otherwise  
20 committed to contractually.

21 THE COURT: Because you wouldn't be able to  
22 complete the project.

23 MS. SCHNEIDER: That's exactly right, Your Honor.  
24 And if the project is terminated, it will cost us another  
25 estimated billion dollars -- what we call breakaway costs --

1 to wind things down.

2 THE COURT: Because you spent the \$5 billion for  
3 nothing then.

4 MS. SCHNEIDER: That's right, Your Honor. And so  
5 when you think about the public interest here and sort of  
6 the balance of harms, I mean, we think that those -- that  
7 that balance weighs heavily in favor of an injunction on  
8 behalf of Revolution Wind.

9 The government is not harmed if the Court grants a  
10 preliminary injunction. Their ongoing review will not be  
11 affected. Right? We're just asking for the stop work order  
12 to be lifted.

13 The government is all -- Green Oceans, excuse me,  
14 is also -- the defendant intervenor is also not harmed.  
15 They have litigation pending in front of this Court. That  
16 litigation will continue to go forward. They can protect  
17 their interests in that litigation.

18 But failure to grant the preliminary injunction  
19 significantly increases the risk to energy reliability in  
20 New England. The states most affected have said this as has  
21 the grid operator. We're at risk of losing hundreds of  
22 well-paying jobs, as the amicus brief articulates very well.  
23 And failure to issue a preliminary injunction will result in  
24 higher electricity costs for rate payers in New England.  
25 This is low-cost, reliable energy, and similarly situated

1 wind farms in the area are operating in a manner comparable  
2 to base load plants.

3 This significant harm to the public interest, you  
4 know, and the balance of harms therefore weighs heavily in  
5 favor of an injunction.

6 Thank you, Your Honor.

7 THE COURT: Okay.

8 Let me hear from the government.

9 MR. TORSTENSEN: Good morning, Your Honor.

10 THE COURT: Good morning.

11 MR. TORSTENSEN: Peter Torstensen for the federal  
12 defendants.

13 Revolution Wind's motion for preliminary  
14 injunction should be denied.

15 THE COURT: Would you pull that mic up so I can  
16 hear you.

17 MR. TORSTENSEN: Yes. Is that better?

18 THE COURT: Yes.

19 MR. TORSTENSEN: In January President Trump  
20 directed federal agencies to review existing offshore wind  
21 leases, and as part of that ongoing review the Bureau of  
22 Ocean Energy Management, or BOEM, identified concerns with  
23 Revolution Wind -- with the Revolution Wind project related  
24 to national security and the interference with other  
25 reasonable uses of federal waters. Under its general

1 supervisory authority under OCSLA, BOEM issued a stop work  
2 order while it investigates those concerns.

3 Revolution Wind is unlikely to prevail on the  
4 merits of any of its claims. I'll start with the statutory  
5 argument and then turn to the APA claims.

6 Section 1337(p) (4) grants the secretary  
7 supervisory authority for the OCS. It states the secretary  
8 shall ensure that any activity under this subsection is  
9 carried out in a manner that provides for 12 enumerated  
10 factors. Among those 12 include the national security  
11 concerns and the interference with reasonable uses that were  
12 identified in the stop work order. It's written in the  
13 present tense so we understand that to impose an ongoing  
14 obligation that extends beyond COP approval.

15 The statutory grant of general powers to manage  
16 lands includes the administrative authority necessary to  
17 ensure that that statutory obligation is met, and this is  
18 from the *Udall* case, 373 U.S. at 479.

19 Now Revolution Wind argues that 1334(a) (1) (B) and  
20 1341(c) eliminate any inherent authority, which we would  
21 phrase as being statutorily implicit authority, that BOEM  
22 had to issue the stop work order, but we believe both of  
23 those miss the mark.

24 First of all, 1334(a) (1) (B) refers to the  
25 obligations of the secretary to promulgate regulations, to

1 address suspensions of temporary prohibitions, and that's  
2 limited to circumstances where there is a threat of serious,  
3 irreparable, or immediate harm or damage to life, to  
4 property, or to mineral interests. And we simply are not in  
5 that universe here.

6 As it relates to 1341(c), that construes all  
7 leases -- that provision construes all leases as containing  
8 a provision that vests authority in the secretary upon  
9 recommendation from the Secretary of War during a time of  
10 war or declared national emergency to suspend all operations  
11 on a lease subject to certain conditions. But this is,  
12 again, limited to very particular circumstances involving  
13 national emergencies or declarations of war, and it only  
14 identifies provisions that need to be included in leases.  
15 It does not eliminate the national security issues or the  
16 prevention with reasonable -- the prevention of interference  
17 with reasonable uses of the Outer Continental Shelf under  
18 1337(p)(4), nor does it address any of the remaining (p)(4)  
19 factors.

20 We think there is too much emphasis placed on the  
21 use of the term "inherent." We are primarily arguing that  
22 BOEM has the general -- because they have the general  
23 authority to manage or supervise lands to ensure statutory  
24 compliance, even if the statute doesn't expressly say so.

25 So we can move on to whether or not the order

1 itself complied with the requirements of the APA.

2 First of all, we would say that the order does, in  
3 fact, meet all the requirements that it would need to to  
4 demonstrate the agency's rationale. Namely, it includes the  
5 reason why they were engaged in a review, which is that  
6 review was undertaken pursuant to the presidential memo; it  
7 identifies specific concerns, national security and the  
8 interference with the reasonable uses of the OCS; and it  
9 identifies the statutory authority that they relied on in  
10 issuing the order, which is 1337(p)(4).

11 THE COURT: Well, when the original decision was  
12 made by the administration prior to this one, and the \$5  
13 billion was committed, all of those findings were made that  
14 national security was protected. All of those other  
15 findings were made.

16 And so to come back and say now we're going to  
17 review them -- I understand the need to review them, but to  
18 now jeopardize all of that and -- because you're reviewing  
19 it. But to stop the work it, seems to me you would need to  
20 do more than just say you're going to review it.

21 How do you justify actually stopping the work?  
22 All of those decisions -- all the national security  
23 implications and everything else was reviewed in the plan,  
24 and all the plans were reviewed and approved by the  
25 government. And so this company undertakes it, and they

1 spend \$5 billion approved by the government.

2 Now the government wants to come along and say,  
3 Oh, you might have thrown away that \$5 billion because now  
4 we're going to look into whether we think you're complying  
5 with all the national security concerns, and you stop work,  
6 and it might cost you a billion, it may cost you \$5 billion,  
7 but stop work while we decide whether you've really complied  
8 or not.

9 How is that something reasonable? And how does  
10 that square with -- under APA with what would be not  
11 arbitrary and capricious?

12 MR. TORSTENSEN: Right. So I would start by  
13 saying that the text requires the secretary to exercise  
14 ongoing authority, and so even though there was a process  
15 beforehand that led to COP approvals under, you know, the --

16 THE COURT: Well, what process did you have before  
17 you issued the stop work order? They didn't participate --  
18 the plaintiffs had no opportunity when the stop order  
19 issued. They say they were simply told to stop work. You  
20 lose.

21 MR. TORSTENSEN: Correct. They were told to stop  
22 work. They were told to stop work because, as they were  
23 engaging in the process of the presidentially directed  
24 review, they identified specific things. So this was  
25 included in the January 31 annual report on COP compliance,

1 and they did identify that there were -- related to I  
2 believe it was COP Condition 4.4, COP Condition 6.3, that  
3 there were final agreements that had not yet been reached.  
4 And even though there were discussions related to those  
5 agreements, those final agreements had not been reached even  
6 though construction had already started and was obviously  
7 well underway.

8 And so identifying -- you know, as we say, there  
9 were concerns that were raised relating to whether or not  
10 the failure to complete the agreement would warrant further  
11 investigation, and they believed that it was necessary at  
12 that point in time to stop while they reviewed that. And  
13 that review is ongoing. So -- and they provided rationale  
14 with -- you know, as to why they were engaging in that  
15 review.

16 THE COURT: None of that was cited in the decision  
17 to stop work.

18 MR. TORSTENSEN: The decision to stop work did  
19 identify those national security concerns and --

20 THE COURT: Concerns.

21 MR. TORSTENSEN: Correct.

22 -- and the Sues declaration, which we believe is  
23 permissible under --

24 THE COURT: Well, even though the post hoc  
25 rationale doesn't say that they were doing anything wrong,

1 the grantee.

2 MR. TORSTENSEN: And they -- you know, the  
3 declaration, for one, doesn't, you know, say that they have  
4 violated anything. It says that there are concerns because  
5 -- it identifies what those specific concerns were. And we  
6 don't think it's post hoc because, you know, the rationale  
7 was, again, related to national security concerns and  
8 interference with the uses of the OCS, and the declaration  
9 is merely providing additional explanation as to what  
10 motivated that August 22nd decision.

11 And so it's not providing new information or post  
12 hoc information. It is simply explaining in more detail  
13 what the agency considered when it made the decision.

14 THE COURT: Now, if that Sues declaration is the  
15 reason, why is the secretary out contradicting that, these  
16 statements?

17 MR. TORSTENSEN: I'm not in a position to say  
18 why the secretary would say things that appear to  
19 contradict that. All I can say is that the information  
20 before Mr. Sues was the fact that they had not entered into  
21 those final agreements, and because they had not entered  
22 into those final agreements, it presented a concern as to  
23 whether or not they complied with -- whether or not there  
24 were kind of genuine national security concerns and  
25 otherwise that they needed --

1 THE COURT: Who made the decision to stop work?

2 MR. TORSTENSEN: I believe that order was issued  
3 by acting director -- is it Mac -- Matt Giacona.

4 THE COURT: That wasn't what I asked.

5 MR. TORSTENSEN: Who made the decision? I mean, I  
6 believe -- all I know is the person who signed the order,  
7 and I believe that was Matt Giacona.

8 THE COURT: Go ahead with whatever you want to  
9 say.

10 MR. TORSTENSEN: Okay. Well, then we would say  
11 that the evidence for the stop work order we don't believe  
12 was contrary to the evidence that was before the agency. It  
13 notes, again, as we said, that national security and  
14 interference with other uses, those concerns arose during  
15 their review, and the declaration explains further why those  
16 were concerns and why that warranted the stop work order.  
17 That review is ongoing.

18 THE COURT: Why would the plaintiffs not have a  
19 due process right to know in advance of that decision, then  
20 have an opportunity to contest the facts that were being  
21 considered by whoever made the decision? Why wouldn't  
22 simple due process require that they know that stop work was  
23 being considered when you look at the impact of that stop  
24 work order?

25 MR. TORSTENSEN: So I would say we don't believe

1 that there's a due process violation here in part because  
2 those protected interests are sort of subject to the  
3 statutory provisions that provide those rights. And here we  
4 have 1337(p)(4), which is part of, you know, the bundle of  
5 rights, and that includes the secretary's ongoing obligation  
6 to ensure that activities are carried out consistent with  
7 that statute, and so those leases would inherently include,  
8 you know, or would allow for the need to exercise that  
9 authority, which the secretary did here.

10 We think, for one, they've been -- they have not  
11 been finally deprived of a property right. There's a  
12 temporary order or at least a review limited to the period  
13 necessary to determine whether and to what extent there are  
14 national --

15 THE COURT: You say it's temporary. What makes me  
16 think it's temporary?

17 MR. TORSTENSEN: You know, I misspoke. I wasn't  
18 trying to say "temporary." I think it is obviously limited  
19 to the period necessary to review whether or not there are  
20 indeed national security issues.

21 THE COURT: How long do we think that review might  
22 last?

23 MR. TORSTENSEN: We can say that, you know,  
24 Interior is working expeditiously with -- you know, to  
25 interface with the Navy, with NOAA, to determine if the fact

1 that those contracts have not been -- or agreements have not  
2 been finalized, whether it presents any concerns related to  
3 national security or to interference reasonable uses. So I  
4 can't give a specific timeline, but I can say that they're  
5 working expeditiously to reach resolution on that.

6 And the last point I'll note on the due process is  
7 they did provide Revolution Wind with the opportunity to  
8 appeal that determination to the Interior Board of Land  
9 Appeals.

10 THE COURT: Well, what kind of an appeal would  
11 that be? That board could overturn the secretary's decision  
12 or the director's decision.

13 MR. TORSTENSEN: Right. I mean --

14 THE COURT: Give me a break.

15 MR. TORSTENSEN: Obviously it could. But, again,  
16 the question is whether or not they provide them with  
17 process, not whether that process is likely to result in a  
18 decision that they want.

19 I'll just say that, you know, I don't think we  
20 have -- well, I will say we don't believe that -- contrary  
21 to Revolution Wind's position regarding a change in  
22 position, we don't believe that there is a change of  
23 position here or that that's implicated in part because we  
24 have not taken any -- or Interior has not taken any action  
25 to rescind the lease, to modify any conditions of the COP

1 approval, and so in that instance we don't believe that  
2 there is currently a need to consider reliance interests.  
3 That would only arise if they actually took action.

4 Unless Your Honor has any further questions?

5 THE COURT: I don't have anything further for you.

6 I'll allow Green Oceans to intervene. If you want  
7 to say something, you may. I had your motion on my six-  
8 month list, and I was hoping to get it done by September  
9 30th, but obviously I've now spent a lot of time on this, so  
10 I'm obviously not going to reach your motion by September  
11 30th having to do this in the meantime. But I understand  
12 your motion is -- I would like to get to your motion, too,  
13 but -- and it might have mooted this, but I didn't get it  
14 done.

15 In any event, whatever you want to say here, you  
16 may.

17 MR. MARZULLA: Well, thank you, Your Honor, and I  
18 certainly won't repeat anything that the Court has discussed  
19 with counsel for the government. What I'd like to do is to  
20 suggest that we set aside for a moment the discussion of due  
21 process and the other merits claims here in that this  
22 hearing is with respect to whether a preliminary injunction  
23 should issue.

24 As the Court knows, there's certain requirements  
25 for that, and I'd like to just address whether the company,

1 Revolution Wind, has, in fact, demonstrated to the Court the  
2 kind of irreparable injury that will support a preliminary  
3 injunction -- I don't think they have -- and whether they  
4 have demonstrated to the Court the kind of balance of  
5 equities and public interest that would merit the  
6 extraordinary step of issuing a preliminary injunction.

7 Let's talk about irreparable injury for a moment.  
8 As the Court knows, back in January of 2024 Green Oceans  
9 filed a lawsuit in which it raised these very issues. Green  
10 Oceans's cause of action dealing with the Outer Continental  
11 Shelf Lands Act argued that the secretary had erred in  
12 setting up a balance in taking the provision that said the  
13 secretary shall ensure certain elements with respect to  
14 activities on the Outer Continental Shelf and had, instead,  
15 said explicitly that she was balancing those against the  
16 importance of offshore wind. And so she didn't really have  
17 to ensure things like --

18 THE COURT: And she hasn't changed her position  
19 now in your case. They're still defending and saying you're  
20 wrong in your case, right?

21 MR. MARZULLA: That -- well, they haven't filed  
22 yet, Your Honor, since the May 1, 2025, memorandum which we  
23 read as adopting precisely the position that Green Oceans  
24 put forward. So up to -- without a filing, we don't know  
25 their new position, but I think if you look at that

1 memorandum, it is now the position of the Interior  
2 department that "in fact shall ensure" means "shall ensure."

3 So the issues of national defense, which is not  
4 really a Green Oceans issue, but certainly the use of the  
5 high seas and interference with that use is a key issue for  
6 Green Oceans. We went to the fact that this project  
7 destroys Coxes Ledge, which is -- has been designated as an  
8 essential habitat for a number of fish that are a primary  
9 source for the fisheries in the Rhode Island and  
10 Massachusetts area.

11 We pointed out that the fishing industry --  
12 another major activity in this very area where this is being  
13 built -- was being significantly interfered with,  
14 significantly disadvantaged by the way in which these  
15 turbines were being built, by the way in which they were  
16 being located, and by the effects of these mammoth monoliths  
17 on the fishermen themselves, including -- this is also a  
18 national defense matter, and that is the impact on radar the  
19 fishermen need, that airplanes need, that ships, everything  
20 from sailboats to huge cargo ships, require.

21 All of those were impacted. All of those were set  
22 aside or balanced away by the prior Secretary of Interior in  
23 the analysis of letting this go forward.

24 Well, so Green Oceans filed that suit, placed  
25 those issues before this Court. The company had not yet

1 started construction. They began construction in April of  
2 2024, the offshore construction, well knowing that these  
3 issues had been raised and well knowing that they were  
4 within the Court's purview to determine and, if the Court  
5 determined that those approvals had been improperly issued  
6 as Green Oceans argues, that, in fact, their project could  
7 be stopped.

8 They went ahead with that full knowledge and  
9 committed and made whatever payments they talk about here  
10 and in construction activities with that full knowledge.  
11 And as the Court knows, there is a doctrine that says if you  
12 assume the risk, if you go ahead with your activity in the  
13 face of knowing that there is uncertainty, you can't then  
14 later say, Oh, I suffered irreparable injury because I went  
15 ahead and did that.

16 Turning second to a couple of numbers issues. I  
17 hear the companies talking about how they've spent \$5  
18 billion. Well, they've spent it. That is not an  
19 irreparable injury within the confines of preliminary  
20 injunction analysis; that is, if the money's already spent,  
21 it isn't an injury.

22 THE COURT: That's already gone, yes.

23 MR. MARZULLA: I'm sorry, Your Honor?

24 THE COURT: That's already gone.

25 MR. MARZULLA: Yes. It's not an injury to be

1 suffered as a result of this order. It was spent before.

2 The company made an impassioned argument, at least  
3 in their brief -- I didn't hear it today in oral argument --  
4 that \$12 million a week for whatever this temporary period  
5 may be -- and I think it is a temporary period -- that  
6 that's going to kill the companies. As counsel indicated,  
7 this is a joint venture between a huge global offshore wind  
8 company out of Denmark, Orsted, and a major hedge fund  
9 investment company, Global Investment Partners.

10 What the plaintiff has not indicated to the Court  
11 is how -- I'm sorry, I said 12, maybe it was \$16 million,  
12 whatever that number is -- how that was going to drive out  
13 of business this multibillion dollar corporation that has  
14 spent \$5 billion already and is contemplating other billions  
15 here and there. That doesn't sound like it establishes the  
16 high bar on irreparable injury; that is, that the plaintiff  
17 is going to be destroyed, put out of business, as a result.

18 And finally, to the extent that the government --  
19 or that the Revolution Wind claims that they are suffering  
20 losses as a result of a breach of their lease, as a result  
21 of a destruction of their property rights, if any, whatever  
22 they may be, well, that's what the United States Court of  
23 Federal Claims is for. It has jurisdiction over all claims  
24 for money damages arising out of breaches of the  
25 Constitution, statutes, and contracts. So they do have a

1 claim. It's not irreparable. It's repairable, if, indeed,  
2 such a claim exists at all. So that's the irreparable  
3 injury point.

4 As to the balance of equities and public interest,  
5 the principle equity that one hears being put forth again by  
6 Revolution Wind is that we have a lot of money at stake.  
7 We're going to make a lot of money on this project, and we  
8 won't make it if we are halted and our project is likely to  
9 either be delayed or to fail as a result.

10 Well, once again, to what extent is that, first of  
11 all, a public interest? And we think it is not. And second  
12 of all, to what extent does mere financial loss, however  
13 substantial, count as a balance in the equities component  
14 insofar as this Court acts as a court of equity? We think  
15 it does not.

16 Now, the company makes the argument that there are  
17 public benefits to offshore wind, and there may be. The  
18 company makes some I think somewhat unsubstantiated  
19 arguments that offshore wind power is going to be cheap,  
20 cheap, cheap. There are lots of studies that say that's not  
21 -- it's just the opposite. And although they speculate that  
22 maybe they could have problems with their contracts, the CEO  
23 of Rhode Island Energy over the weekend said he is not going  
24 to hold them to those deadlines if they get delayed as a  
25 result of this stop work order. We'd be happy to provide

1 the Court with some press articles reporting those  
2 statements.

3 So what we have, then, on the one hand is the  
4 financial losses of this company. On the other hand, what  
5 we have is the continuation of the damages to the other uses  
6 of the oceans. And keep in mind that the Outer Continental  
7 Shelf is a federal enclave. It belongs to the public. It  
8 does not belong to any private company. And it serves many  
9 purposes and contains many resources, everything from  
10 fisheries to marine mammals, including the highly endangered  
11 species whales. It includes the kinds of activities that  
12 occur and can only occur on the ocean, fishing, cargo,  
13 sailing, and in some instances indeed the religious  
14 practices of tribes like the Wampanoag.

15 So to the extent that we look at the balance of  
16 the equities and at the public interest here, does the  
17 substantial -- it looks like a substantial -- millions of  
18 dollars is still significant -- a substantial interest of  
19 the company, does that outweigh the public's interest in an  
20 ocean bed that will be forever changed, forever altered, and  
21 ocean resources that will be forever destroyed, or is it  
22 worth taking a close look at the other uses of the ocean for  
23 a limited period of time? And I think this sort of would  
24 have to be limited, Your Honor, and doing so before we have  
25 finally and irretrievably, irrevocably, irreparably

1 destroyed the ocean bed.

2 THE COURT: Well, having done that in the prior  
3 administration and having the final decision, until that's  
4 overturned -- while this administration wants to review it,  
5 I understand, but until they review and decide something, I  
6 don't understand making the final stop work order without  
7 really any findings, which is what they've done. And if I  
8 had ruled in your favor in your case, it would be different,  
9 but I didn't get there yet.

10 MR. MARZULLA: Understood, Your Honor.

11 THE COURT: And trying to do it now is difficult,  
12 which, if you had won your case, you'd be in good shape, but  
13 I'm not there yet.

14 MR. MARZULLA: Correct. That's why I say I am  
15 troubled by the fact that the company is really asking the  
16 Court to rule on the merits without --

17 THE COURT: Right.

18 MR. MARZULLA: -- a record.

19 THE COURT: The government is asking me to rule  
20 the opposite way --

21 MR. MARZULLA: Well, yes.

22 THE COURT: -- without a record, too.

23 MR. MARZULLA: And I guess we're in the middle,  
24 Your Honor, asking you to take a close look at the process  
25 under the Administrative Procedure Act and make a

1 determination not today on a preliminary injunction because  
2 Revolution Wind says they're going to lose money, but rather  
3 to make your decision based on the documents, whatever they  
4 were, before the decision-maker, whoever that was, and to do  
5 so even in an expedited manner, if necessary, but not to do  
6 so today on a preliminary injunction.

7 THE COURT: Thank you very much.

8 MR. MARZULLA: Thank you, Your Honor.

9 THE COURT: I appreciate it.

10 I'll let the government speak to the two cases  
11 since I did not have you address that, if you want to speak  
12 to how your position squares in the two cases.

13 MR. TORSTENSEN: In which cases? Sorry. I'm not  
14 sure I...

15 THE COURT: You've got Green Oceans.

16 MR. SWANSON: I do not, but I can answer your  
17 question.

18 So currently, as referenced in the status reports  
19 filed with Your Honor in those cases and in the stop work  
20 order here, Interior is undertaking a review pursuant to the  
21 presidential memorandum. That review is not complete yet.

22 Of course, if something comes up in that review  
23 that causes us to think those cases need to go a different  
24 way, we would alert the Court and the other parties. But  
25 we're not there yet.

1 Thank you.

2 THE COURT: All right.

3 MS. SCHNEIDER: Thank you, Your Honor.

4 With respect to the government's position  
5 regarding its oversight over the Outer Continental Shelf, we  
6 don't quibble with that, Your Honor, but what we are saying  
7 is that when they have procedures in place they need to  
8 follow those procedures, and they did not follow those  
9 procedures.

10 The declaration where they point to the January  
11 31, 2025, annual compliance report, which is attached as  
12 Exhibit F to that declaration, ignores -- the declaration  
13 relies on it, but it ignores everything that has happened  
14 since January of 2025 through to today. And it's important  
15 because there has been a lot of activity.

16 When you sort of dig down onto their two claims  
17 related to or their two arguments related to the conditions  
18 and the agreements, COP Condition 4.4, we did provide the  
19 Navy with a draft agreement. We are waiting for the Navy to  
20 respond. We cannot force the Navy to respond to us, but we  
21 are, you know, fully coordinating with them to make sure  
22 that any concerns that they have -- and they've articulated  
23 none -- are addressed.

24 With respect to COP Condition 6.3, we complied  
25 with that by submitting a survey mitigation plan as outlined

1 in the Gearon declaration, the rebuttal declaration, at  
2 Paragraph 5.

3 The stop work order has no deadlines in it, Your  
4 Honor. We have no idea how long this review, which has been  
5 ongoing since the first day of this administration, will  
6 take place. There is no end in sight, and that's why we  
7 have come to this Court for relief.

8 Appealing to the Interior Board of Land Appeals  
9 is, you know, a futile effort. First, it's not required  
10 under *Darby v. Cisneros*, and, two, the secretary can take  
11 jurisdiction over the appeal like that. And that's, again,  
12 why we came here.

13 I appreciate Green Oceans taking their opportunity  
14 to argue their other cases before this Court. I would argue  
15 that they should keep those arguments there. What might  
16 happen in the future is just not relevant.

17 With respect to the public interest, they talk  
18 about fishing and, you know, concerns relating to search and  
19 rescue. I will state that in this project the wind turbines  
20 are built on a one nautical mile by one nautical mile grid  
21 which is more than a statute mile, so there's plenty of room  
22 to move through the wind farm should anyone choose to do  
23 that, and quite a few folks have actually been coming to see  
24 it, including to fish within the lease area because, like  
25 many things in the ocean, it becomes encrusted with marine

1 life. It's teeming, actually, with marine life, and we  
2 provided a clip in our briefing for the Court to review.

3 With respect to the joint venture question that  
4 Mr. Marzulla raised, the parents are not relevant here.  
5 This is a very unique situation. Neither parent can provide  
6 additional funding to Revolution Wind under the terms of the  
7 joint venture agreement.

8 And with respect to costs -- and this is a matter  
9 of public record -- all I will say on that, Your Honor, is  
10 that New England independent system operator wholesale  
11 electricity prices, for example, in January of 2025, were  
12 \$135 per megawatt hour, and Revolution Wind's fixed contract  
13 price is \$98 per megawatt hour. So, in fact, it is cheaper.

14 I hadn't heard about the statement from the CEO,  
15 but my understanding is that it's only one of the PPA's  
16 involved.

17 So with that, unless the Court has any additional  
18 questions, we ask again that the Court grant our motion for  
19 a preliminary injunction and a stay as expeditiously as  
20 possible in this matter.

21 THE COURT: I'll take a short recess, and I'll be  
22 back in a few minutes.

23 MS. SCHNEIDER: Thank you, Your Honor.

24 (Recess taken)

25 THE COURT: The Bureau of Ocean and Energy

1 Management issued a stop work order to Revolution Wind on  
2 August 22nd ordering plaintiffs to halt all ongoing  
3 activities related to the Revolution Wind project on the  
4 Outer Continental Shelf. I'm now considering the  
5 plaintiff's motion for preliminary injunction.

6 Under the *Winter* factors, a plaintiff seeking a  
7 preliminary injunction must establish that he's likely to  
8 succeed on the merits, that he's likely to suffer  
9 irreparable harm in the absence of preliminary relief, that  
10 the balance of equities tips in his favor, and that an  
11 injunction is in the public interest. 555 U.S. 7 at 20  
12 (2008).

13 As the basis for the stop work order, the bureau  
14 cited a need for, quote, time to address concerns that have  
15 arisen, unquote, as part of the review that the Department  
16 of the Interior is undertaking pursuant to the President's  
17 January 20th memo. However, the only, quote, concerns,  
18 unquote, the bureau cites are the mere potential for  
19 national security concerns or, quote, interference with  
20 reasonable uses of the exclusive economic zone, the high  
21 seas, and the territorial seas, unquote. The bureau does  
22 not actually point to any factual findings that lead them to  
23 believe that Revolution Wind has implicated either of these  
24 concerns or that those concerns rise to such a level that  
25 work must cease immediately.

1           The stop work order represents a clear change in  
2           position on the part of the bureau, which previously  
3           certified that the project did not implicate national  
4           security or interference concerns as part of its multiyear,  
5           multiagency approval process for the project as mandated by  
6           the Outer Continental Shelf Lands Act. The statutory  
7           factors that the bureau claims to be reviewing now are the  
8           exact same ones that it previously considered and found  
9           compliance with as part of the multiyear approval process  
10          for the Revolution Wind project. And to make clear, that is  
11          the very same approval the bureau is currently defending in  
12          two other cases pending before this Court.

13           The bureau did not make any factual findings or  
14          cite any reasons to believe that the Revolution Wind was no  
15          longer in compliance with the Outer Continental Shelf Act at  
16          the time it issued the stop work order. Mandating an  
17          immediate pause to construction of a project whose approval  
18          the bureau continues to defend in those other cases is the  
19          height of arbitrary and capricious action.

20           The arbitrary and capricious nature of that action  
21          is not cured by the additional reasons now provided in the  
22          Suess declaration because they were not offered at the time  
23          that BOEM issued the order. Under *DHS v. Regents of the*  
24          *University of California*, I'm limited to consider the  
25          grounds the bureau invoked when it acted. 591 U.S. 1 at 20

1 (2022). Quote, it is a foundational principle of  
2 administrative law that judicial review of agency action is  
3 limited to the grounds that the agency invoked when it took  
4 the action, unquote. That is at Page 20 of that U.S.  
5 Reports decision.

6 Obviously the -- well, I'll leave it at that.

7 Green Oceans and the federal defendants note that  
8 the stop work order contained a permissive administrative  
9 appeal, which Revolution Wind did not make use of. They  
10 claim that a failure to exhaust that administrative appeal  
11 prohibits judicial review. However, the Supreme Court in  
12 the case of *Darby v. Cisneros* held that under the APA  
13 exhaustion is a prerequisite to judicial review only when  
14 expressly required by statute or agency rule and when the  
15 agency administrative action is made inoperative during that  
16 -- pending that review. *Darby* is at 509 U.S. 137. I'm  
17 citing Pages 153 to 154. That's a 1993 Supreme Court case.

18 I see no portion of the Outer Continental Shelf  
19 Lands Act or the bureau's regulations that make the  
20 administrative appeal cited in the stop work order  
21 mandatory, nor has either defendant pointed me to a specific  
22 provision mandating such an appeal.

23 If it proceeds as planned, the project will  
24 provide the energy to Rhode Island and Connecticut.

25 Revolution Wind has sunk \$5 billion so far into planning,

1 developing, designing, manufacturing, and constructing this  
2 project. The project is now 80 percent complete and many  
3 hundreds of workers have stopped work. At every step  
4 Revolution Wind has relied on approval from the Interior and  
5 BOEM decisions that are currently being defended in related  
6 cases before this Court, meaning that there are strong  
7 reliance interests at stake. Revolution Wind represents the  
8 delays cost it \$2.3 million a day, but more importantly, if  
9 Revolution Wind cannot meet benchmarked deadlines, the  
10 entire enterprise could collapse. Specifically, a  
11 specialized ship necessary to complete the project will no  
12 longer be available after December of this year until at  
13 least the year 2028. If Revolution Wind cannot meet its  
14 contractual agreements, then Rhode Island and Connecticut  
15 will have the right to terminate the planned power  
16 agreements with the company.

17 So there is no question in my mind of irreparable  
18 harm to the plaintiff. Particularly in light of Revolution  
19 Wind's reliance interests and the government's change in  
20 position, the balance of the equities clearly cut in favor  
21 of Revolution Wind continuing work while the government  
22 conducts whatever review of potential national security or  
23 reasonableness concerns they have.

24 For these reasons, the plaintiff's motion for a  
25 preliminary injunction is granted. The injunction runs only

1 to the August 22nd stop work order. I'll issue the proposed  
2 amended order that the plaintiffs attached to their final  
3 reply brief and say "For the reasons stated on the record in  
4 open court."

5 Anything else any counsel wants to state for the  
6 record now?

7 The Court will be in recess. Thank you very much,  
8 Counsel.

9 (Whereupon the hearing was  
10 adjourned at 12:40 p.m.)

11  
12 **CERTIFICATE OF OFFICIAL COURT REPORTER**

13  
14 I, LISA A. MOREIRA, RDR, CRR, do hereby  
15 certify that the above and foregoing constitutes a true and  
16 accurate transcript of my stenographic notes and is a full,  
17 true and complete transcript of the proceedings to the best  
18 of my ability.

19 Dated this 22nd day of September, 2025.

20  
21  
22 /s/Lisa A. Moreira, RDR, CRR  
23 Official Court Reporter  
24 United States Courthouse  
25 Room 6718  
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