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THE HONORABLE JAMAL N. WHITEHEAD

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

PLAINTIFF PACITO; PLAINTIFF ESTHER;
PLAINTIFF JOSEPHINE; PLAINTIFF SARA;
PLAINTIFF ALYAS; PLAINTIFF MARCOS;
PLAINTIFF AHMED; PLAINTIFF RACHEL;
PLAINTIFF ALI; HIAS, INC.; CHURCH
WORLD SERVICE, INC.; and LUTHERAN
COMMUNITY SERVICES NORTHWEST,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity as
President of the United States; MARCO RUBIO,
in his official capacity as Secretary of State;
KRISTI NOEM, in her official capacity as
Secretary of Homeland Security; ROBERT F.
KENNEDY, JR., in his official capacity as
Secretary of Health and Human Services,

Defendants.

Case No. C25-255 JNW

**PLAINTIFFS’ MOTION FOR
EMERGENCY CONFERENCE OR
SHOW CAUSE HEARING TO
ADDRESS DEFENDANTS’
FEBRUARY 26, 2025
TERMINATION OF USRAP
COOPERATIVE AGREEMENTS**

NOTE ON MOTION CALENDAR:
FEBRUARY 27, 2025

Plaintiffs respectfully request an emergency conference or show cause hearing to address the State Department’s February 26, 2025 “Termination Notices,” which are the latest iteration of Defendants’ unlawful attempt to dismantle the U.S. Refugee Admissions Program (“USRAP”) by circumventing—within twenty-four hours and without advance notice to Plaintiffs, their counsel, or the Court—this Court’s oral ruling issued February 25, 2025. The Termination Notices can be

1 understood only as a deliberate effort to preempt the Court’s forthcoming written order on
2 Plaintiffs’ motion for preliminary injunction, Dkt. # 14, and make a nullity of the Court’s stated
3 intention to grant injunctive relief, Dkt. # 39.

4 Plaintiffs have argued throughout these proceedings that Defendants’ defunding of the
5 USRAP was effectively a termination. Now it is plainly so. As of today (February 27), the State
6 Department has terminated numerous cooperative agreements to resettlement agencies, including
7 Plaintiffs HIAS, Inc. (“HIAS”) and Church World Service, Inc. (“CWS”). Exs. 1–4.* These
8 Termination Notices, which purport to stop funding for the USRAP as well as for services to
9 Special Immigrant Visa (“SIV”) holders, were issued just one day after the preliminary injunction
10 hearing before this Court. During that hearing, Defendants’ counsel characterized the Refugee
11 Funding Suspension as an innocent “temporary pause in funding” or a “payment pause.” Tr. of
12 Feb. 25, 2025 Prelim. Inj. Hr’g (“Tr.”) 18:16, 29:8. Laying bare that mischaracterization,
13 Defendant Rubio and the State Department have now revealed their true intention, which is exactly
14 what Plaintiffs have said all along: Defendants seek to shut down the entirety of the USRAP
15 immediately and permanently, in blatant violation of the Refugee Act, the Administrative
16 Procedure Act (“APA”), and this Court’s ruling of February 25, 2025.

17 If not restrained, Defendants’ Termination Notices will accomplish an end-run around the
18 Court’s express finding that the federal agencies’ implementation of Executive Order 14163 (the
19 “Refugee Ban EO”) “likely violates bedrock principles of administrative law by vastly expanding
20 the scope of the order with no reasoned explanation, no advance notice, and no APA-compliant
21 procedure.” Tr. 36:19–25. Absent immediate judicial relief, the Termination Notices will render
22 meaningless the Court’s enjoining of Sections 3(a), (b), and (c) of the Refugee Ban EO because,
23 as Plaintiffs have argued, Dkt. # 14 at 7–13, 19–25; Dkt. # 36 at 4–6, without USRAP funding,
24 refugees have no pathway to complete processing, enter the United States, and receive initial
25

26 * Exhibits are attached to the declaration of Linda B. Evarts, filed concurrently with this motion.

1 resettlement services as provided for by Congress. The Court should restrain this flagrant attempt
2 to evade the judicial branch’s constitutional responsibility to implement the relief announced just
3 two days ago.

4 Defendants are continuing to implement their defunding of the USRAP, and an emergency
5 hearing is necessary to ensure that Defendants are not permitted to evade this Court’s bench ruling
6 and the forthcoming written order with antics designed to confuse the state of play. On February
7 26, 2025, Plaintiffs HIAS and CWS received, via electronic mail, Termination Notices that
8 identified cooperative agreements that fund USRAP activities and stated that these agreements
9 were “being terminated for the *convenience* of the U.S. Government pursuant to a directive from
10 U.S. Secretary of State Marco Rubio for alignment with Agency priorities and the national
11 interest.” Exs. 1, 3 (emphasis added). These curt Termination Notices purport to be effective
12 immediately, and the only reason provided is that the awards “no longer effectuate[] agency
13 priorities.” *Id.* Upon information and belief, all ten resettlement agencies who provide Reception
14 and Placement services received near-identical notices. By their plain language, these Termination
15 Notices appear to supersede the Notices of Suspension to the resettlement agencies issued on
16 January 24, 2025, and effectively make permanent the allegedly temporary—albeit
17 “catastrophic”—suspension of millions of dollars in funding to the USRAP. Dkt. # 15-24 ¶ 41.

18 On the same day these Termination Notices were issued, the State Department submitted
19 a related declaration in U.S. District Court for the District of Columbia in *AIDS Vaccine Advocacy*
20 *Coalition v. United States*, Nos. 25-00400 (AHA), 25-00402 (AHA) (D.D.C. Feb. 26, 2025), Dkt.
21 # 41-1. Ex. 5. This declaration makes clear that the Termination Notices represented a “*final*
22 decision with respect to each award.” *Id.* ¶ 2 (emphasis added). These notices were issued abruptly,
23 no doubt in haste to avoid the rulings issued and otherwise imminent by the courts. *Id.* (stating that
24 State Department was processing termination notices for 4,100 contracts “over the next 24-48
25 hours”). Taken twenty-four hours after a preliminary injunction hearing in this case took place,
26

1 where the Court made clear its intention to “preserve the status quo” prior to January 20, 2025,
2 Tr. 37:1-2, these actions violate the Refugee Act, the APA, and regulatory requirements.

3 The only authority Defendants cite for their immediate Termination Notices is “the U.S.
4 Department of State Standard Terms and Conditions, 2 CFR §200.340, and/or Award Provisions
5 as applicable.” Exs. 2, 4. But those regulations permit termination of contracts “if an award no
6 longer effectuates the program goals or agency priorities” *only* “to the extent authorized by law.”
7 2 C.F.R. § 200.340. These Termination Notices—a re-labeling of the Suspension Notices the Court
8 already addressed—cannot be authorized by law because they conflict with the Refugee Act,
9 violate bedrock principles of the APA, and, as the Court has recognized, represent a “nullification
10 of congressional will.” Tr. 36:18–25; *see also* Dkt. # 14 at 19–26; Dkt. # 36 at 3–11. Simply put,
11 termination of funding based on purported “alignment with Agency priorities” cannot be justified
12 if agency action is unlawful. As Plaintiffs have shown and the Court recognized in its oral ruling,
13 the Refugee Funding Suspension, which threatens the Plaintiff organizations’ very existence,
14 effectively shuts down the USRAP and causes plainly irreparable harm. The same is necessarily
15 true of the Termination Notices.

16 * * *

17 Plaintiffs respectfully ask the Court for an emergency conference or show cause hearing to
18 address the Termination Notices and their impact on the Court’s crafting of injunctive relief against
19 Defendants. Effective relief cannot be provided—or permanent and irreparable harm avoided, or
20 the status quo maintained—unless the Court’s preliminary injunction expressly extends to the
21 Termination Notices.

22 Counsel for Plaintiffs contacted counsel for Defendants to seek their position on this
23 request for an emergency conference but did not receive a response by the time of this filing.

24 Because lead counsel for Plaintiffs are currently on the East Coast, Plaintiffs also
25 respectfully request that this emergency conference be conducted remotely as time is of the
26 essence.

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The undersigned certifies that this motion contains 1,086 words, in compliance with the Local Civil Rules.

1 Dated: February 27, 2025

By: s/ Harry H. Schneider, Jr.

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** Admitted pro hac vice*

CERTIFICATE OF SERVICE

I certify under penalty of perjury that on February 27, 2025, I caused to be electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send a notification of the filing to the email addresses indicated on the Court's Electronic Mail Notice List.

Dated: February 27, 2025

s/ Harry H. Schneider, Jr.
Harry H. Schneider, Jr.