

The Honorable Kymberly K. Evanson

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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

STATE OF WASHINGTON, et al.,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF
EDUCATION, et al.,

Defendants.

NO. 2:25-cv-01228-KKE

PLAINTIFFS' SECOND MOTION TO
ENFORCE SUMMARY JUDGMENT
ORDERS

NOTE ON MOTION CALENDAR:
APRIL 7, 2026

ORAL ARGUMENT REQUESTED

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I. INTRODUCTION

Defendants continue to violate this Court’s summary judgment orders. In their most recent act of noncompliance, Defendants imposed ungrounded and unnecessary “grants management measures” that punish affected grantees,¹ and effectively implement the vacated Discontinuation Decision² via other means. Although Defendants purported to extend grantees’ budget period through December 31, 2026, and repeatedly represented they would fund these grants for the full calendar year, Defendants have now imposed a “risk mitigation measure” to fund only half the budget period. In addition, Defendants impose a burdensome reimbursement procedure normally used for grantees who have mismanaged funds, require grantees to prepare a meaningless performance report before data is even available, and assert that the grants at issue “will continue under protest.” Furthermore, Defendants have threatened not to provide the remaining six months of funding and have refused to confirm that funds will even be available.

At bottom, Defendants continue to deny grantees the certainty they should have had by December 31, 2025. Defendants are well aware these measures will force projects to end, achieving precisely the unlawful aim the Court enjoined. Grantees in California have been forced to issue advanced layoff notices; the longer Defendants’ non-compliance continues, the more likely it is that grant-funded employees will find new jobs, decreasing grantees’ capacity to provide vital services. Grantees cannot secure graduate student internships at high-need schools because grantees cannot guarantee interns will receive financial assistance in the fall semester.

Because Defendants have violated this Court’s injunction, the Court should order Defendants to immediately lift the onerous measures imposed on affected grantees’ awards. In the alternative, Plaintiffs request the Court order Defendants to set aside sufficient funds to fully fund grantees through the end of 2026, respond to Plaintiffs’ discovery requests, and make a

¹ “Affected grantees” and “grantees” refer to the grantees in Plaintiff States whose grants the Department discontinued on April 29, 2025. *See* Dkt. 269 at 8 n.3.

² “Discontinuation Decision” refers to the Directive procedure, discontinuation notices, and reconsideration denial letters the Court vacated and enjoined. *See* Dkt. 269 at 34-35.

1 witness available for a deposition so Plaintiffs can gather any additional evidence they need to
2 show Defendants' noncompliance with the Court's summary judgment orders.

3 II. BACKGROUND

4 A. The Court's Permanent Injunction Stands

5 In its summary judgment orders, the Court enjoined Defendants from "[i]mplementing
6 or enforcing through any means the Directive procedure, the discontinuation notices, or
7 reconsideration denial letters, including recompeting Grant funds, with respect to any
8 discontinued Grant within Plaintiff States." Dkt. 269 at 35. The Court also enjoined Defendants
9 from "[c]onsidering new priorities or any other information that is not relevant and similar to the
10 information listed in 34 C.F.R. § 75.253(b) when determining whether a grant within Plaintiff
11 States has met the requirements for a continuation award" and from "[d]enying a continuation
12 award based on performance issues, if any, caused by the Department's actions challenged in
13 this case and their disruptive effects." *Id.* The Court ordered Defendants to "issue new
14 continuation determinations no later than March 2, 2026" and "issue any new continuation
15 awards no later than March 5, 2026." Dkt. 363 at 3. "Continuation awards" are awarded for a
16 "budget period." 34 C.F.R. § 75.253(a); *see id.* § 75.251; Stuber Decl., Ex. D (standard
17 Department form dividing budget into project years). The Department has determined the budget
18 period for these grants is a full calendar year. Stuber Decl., Ex. A at 2. Defendants sought
19 emergency stays from the Ninth Circuit twice and were denied both times. *See* Dkt. 364 at 6.

20 B. Despite Repeated Representations, Defendants Did Not Award Funds Needed to 21 Perform Activities for the Current Budget Period

22 On March 2, 2026, Defendants sent boilerplate Notices of Continuation of Grant Award
23 to 118 grantees. *See* Dkt. 365 at 1; Stuber Decl., Ex. A. Defendants informed grantees their
24 "federal award[s] will continue *under protest*." Stuber Decl., Ex. A at 2 (emphasis added).
25 Further, "[t]o address concerns about the rapid use of federal funds and the difficulty for the
26 Department to recover those funds once spent," continued grants "will operate under a

1 reimbursement pay status.” *Id.* Under the special reimbursement procedure, grantees must pay
 2 expenditures in advance, submit a detailed budget form and supporting documentation for each
 3 reimbursement request, and receive Department approval before they are paid. *Id.*, Exs. C-D.

4 Although Defendants purported to extend grantees’ budget period “to a full 12-month
 5 budget period,” they provided only “approximately 6 months of funding.” *Id.*, Ex. A at 2-3.
 6 Defendants claimed this was a “risk mitigation measure” related to “ongoing concerns regarding
 7 the financial stability and uncertainty about the continued operation of these grants while
 8 litigation is pending.” *Id.* at 3. Additionally, due to those concerns, “an updated performance and
 9 budget report will be required by **June 1, 2026.**” *Id.* (alteration in original). “After reviewing the
 10 submitted report, the Department *may* award additional funds and/or take further risk mitigation
 11 actions.” *Id.* (emphasis added). Defendants make clear that they may decline to provide funding
 12 after June 1, effectively using this measure to shorten the budget period to six months and require
 13 grantees to receive a second, mid-year continuation decision.

14 A Department program officer confirmed the continuation award did not guarantee that
 15 Defendants would fund activities in the second half of the budget period:

16 I understand the challenges you face with long-term planning. Unfortunately, I
 17 am not able to provide any assurances of funding beyond June 1, 2026. Funding
 18 decisions are made by the Secretary, and in some instances, Congress. As such, I
 19 would not be able to speak on such matters.

20 *Id.*, Ex. B at 2. Nor has Defendants’ counsel verified that Defendants have set aside sufficient
 21 funds to fully fund all affected grantees through the end of 2026. Chung Decl., Ex. B at 3. (“The
 22 Department is still finalizing its spending plans for fiscal 2026....”).

23 Defendants’ counsel justified the measures, citing concerns about the grants’ viability
 24 following Defendants’ discontinuances and the hope that Defendants would prevail on appeal:

25 The Department implemented these prudent grants management measures—
 26 consistent with its grant monitoring authorities—to help ensure the continued
 viability of these grantees after they were notified that most of their funding
 would not continue in 2025 and given the challenges of recovering grant funds
 once awarded if the Department ultimately prevails in the litigation.

1 *Id.*

2 The measures are completely contrary to Defendants' prior position. Defendants
3 repeatedly represented to this Court and to Plaintiffs that if the Department decided to continue
4 a grantee's program, the grant would be funded for the full year. Dkt. 360 at 4:2-4 ("[F]or
5 grantees that are now decided to be continued, . . . they would receive full funding for the
6 calendar year...."); *id.* at 31:6-8 ("[I]f the Department decides to continue a grant agreement, its
7 intention is to fund those agreements for the entirety of calendar year 2026."); *id.* at 39:6-8 ("[I]f
8 [grantees] have a favorable continuation, they can start acting on that, and the money will be
9 there presumably in the next two to three days is what we're expecting.").

10 Defendants also previously rejected the idea of providing grantees "six months of interim
11 funding" because "the Department is committed to making [continuation] decisions not later
12 than February 6th" and "it's the Department's intention to fund those grantees for calendar year
13 2026." *Id.* at 27:16-24. Defendants made clear that any interim or partial funding to grantees in
14 this litigation was only intended to mitigate harm while Defendants made new continuation
15 decisions after failing to meet the original deadlines. *See, e.g.*, Dkt. 276 at 2-3. In sum,
16 Defendants committed to comply with the Court's orders by stating they would provide
17 continued grantees full-year funding.

18 **C. Defendants Continue to Treat Affected Grantees Differently Than Others**

19 Defendants' measures are only the most recent example of Defendants' disfavor of
20 affected grantees, as compared to Defendants' favored grantees who were not discontinued.

21 First, when Defendants continued their favored grantees' projects, Defendants funded
22 the entire 2026 budget year. *See, e.g.*, Dkt. 332 ¶ 4. Not only that, but Defendants also
23 frontloaded favored grantees' funding for the 2027 budget year. *See, e.g.*, Dkt. 332 ¶¶ 5-7; Dkt.
24 326 ¶¶ 4-5.

25 Second, Defendants have not changed the payment process *en masse* for their favored
26 grantees. *See, e.g.*, Sharp Decl. ¶ 6. And, finally, Defendants did not require their favored

1 grantees to submit multiple performance reports less than six months after receiving their
 2 continuation notices. *Id.* ¶ 8. The Department required affected grantees to submit a report in
 3 mid-January, just eight days after they received belated interim awards the Department provided
 4 due to its original noncompliance with the Court’s orders.³ *See* Dkt. 349-1. Favored grantees did
 5 not have to submit a January report for continuation funding and have not been told to submit
 6 performance reports by June 1, 2026, detailing activities performed in 2026. *See, e.g.,* Sharp
 7 Decl. ¶ 8. Of course, grantees may be required to submit interim reports *in the fall* containing
 8 data for the first part of the year, but that is expected and part of the Department’s normal process.
 9 Dkt. 314 ¶¶ 6-7. The June 1 report is an entirely new requirement only imposed on affected
 10 grantees and appears to be an attempt to force affected grantees to go through a second
 11 continuation process.

12 **D. Defendants’ Measures Will Effectively End Some Grantees’ Projects**

13 Typically, grantees work with their Department program officer regarding requests,
 14 concerns, and questions about their project, including budget changes, and program officers
 15 would be in regular contact with their grantees so they could monitor the grantee’s performance
 16 and progress. Stuber Decl. ¶ 11; *see also* Sabay Decl. ¶ 8. But here, Defendants have imposed
 17 purported “risk mitigation measures” instead of engaging in this typical, collaborative process.
 18 These measures are inconsistent with the Court’s orders and will incapacitate some grantees’
 19 programs and severely hinder many others. Grantees depend on funding certainty to recruit

21 ³ Defendants report they discontinued nine grantees’ projects for allegedly submitting incomplete or
 22 untimely reports. Dkt. 365 at 6. At least three of these were erroneous. Chung Decl., ¶¶ 5-6. The Department
 23 subsequently issued continuation notices to two of the grantees but has not yet confirmed it will issue a continuation
 24 notice to the third. *Id.* ¶ 6. A fourth grantee was discontinued for submitting a report approximately one hour after
 25 the deadline and has requested reconsideration. *Id.*, Ex. G. Discontinuing a grantee for submitting an incomplete or
 26 untimely 2025 budget year report violates the Court’s order enjoining Defendants from “[d]enying a continuation
 award based on performance issues, if any, caused by the Defendant’s actions challenged in this case and their
 disruptive effects.” Dkt. 269 at 35. The reports’ contents and the deadline the Department set were directly tied to
 Defendants’ Discontinuation Decision and its disruptive effects, including that, unlike favored grantees, affected
 grantees had only eight days to submit annual performance reports, without technical assistance and guidance. *See,*
e.g., Dkt. 314 ¶ 8 (Department provided webinars and gave non-discontinued, first-year grantees one month to
 submit reports).

1 prospective graduate students into their programs, place graduate student interns in schools, and
 2 finalize mental health service professional positions for the fall semester. In imposing these
 3 measures, Defendants understood they would prevent grantees from properly planning and from
 4 providing students and staff sufficient financial security for the fall semester.⁴

5 Grantees are losing program staff.⁵ Grantees in California are legally required to issue
 6 layoff notices this month because they lack certainty that funding will be available past June 1,
 7 2026.⁶ Because those layoffs will go into effect as early as May 2026, grantees reasonably expect
 8 their grant-funded staff to seek more stable employment elsewhere, which would force some
 9 grantees to shutter their programs and other grantees to substantially reduce their services. *See,*
 10 *e.g.*, Giannini Previde Decl. ¶ 6a; Iversen Decl. ¶ 6b; Johnston Decl. ¶ 6a. Continued grantees in
 11 California represent one third of all continued grantees in Plaintiff States, thus Defendants'
 12 measures effectively discontinue or severely hinder one third of all affected grantees' ability to
 13 provide mental health services in high-need schools.

14 The continuation decisions also prevent Mental Health Service Professional (MHSP)
 15 grantees from guaranteeing graduate students' tuition, successfully recruiting prospective
 16 graduate students, and securing graduate student internships at local schools for the fall
 17 semester.⁷ This uncertainty has already led students to leave grantees' programs, shrinking the
 18 pool of future mental health providers in those grantees' communities and disrupting care for
 19 high-need students. *See n.8.*

21 ⁴ *See, e.g.*, Dkt. 293 ¶ 12; Dkt. 297 ¶ 13; Dkt. 305 ¶ 11; Dkt. 306 ¶ 13; Dkt. 316 ¶ 10; Dkt. 317 ¶ 13; Dkt.
 22 319 ¶ 12; Dkt. 324 ¶ 9; Dkt. 330 ¶ 10; Dkt. 339 ¶ 11.

23 ⁵ Both Gragg Decl. 6c; DeOrian Decl. ¶ 6a (school district will lose 9 providers); Chamberlin-Scholle
 24 Decl. ¶ 6a (will lose 13 providers); Claussen Decl. ¶ 8a; Iversen Decl. ¶ 6a; Schmidt Decl. ¶ 6a; Mocarski Decl. ¶
 25 6c; Clauson Decl. ¶ 9a; Judson Decl. ¶ 6a; Nadler Decl. ¶ 6; Poindexter Ham Decl. ¶ 6d; Rios Decl. ¶¶ 6a-6c;
 26 Welter Decl. ¶¶ 6a-6d.

⁶ *See, e.g.*, Johnston Decl. ¶ 6a; Brogan-Baranski Decl. ¶ 6¶ 6a; DeOrian Decl. ¶ 6b; Ciriza Decl. ¶ 6b;
 Iversen Decl., ¶ 6b; Giannini Previde Decl. ¶ 6a; Furedi Decl. ¶ 6b; Johnson-Smith Decl. ¶ 6b.

⁷ *See, e.g.*, Beaudoin Decl. ¶ 6; Welter Decl. ¶ 6h.; Khan Decl. ¶¶ 6a, 6d, 6f; Rodriguez Decl. ¶ 6; Tumer
 Decl. ¶¶ 5a, 6d; Both Gragg Decl. ¶ 6a; Scott Brown Decl. ¶¶ 6a, 6c-6d; Curran Decl. ¶¶ 6a, 6c-6d; Anderson and
 Hulac (TiSP) Decl. ¶¶ 6a, 6d-6e; Anderson and Hulac (CRiSP) Decl. ¶ 6a; Barton Decl. ¶¶ 8a-8b; Strear Decl. ¶
 6a; Matuszewicz ¶ 6; Khan Decl. ¶¶ 6a, 6d.

1 The special reimbursement procedure and June 1 reporting requirement also place
 2 substantial, additional burdens on grantees.⁸ Grantees already sent the Department performance
 3 reports on January 16, 2026, containing data and detailed information about grantees’ programs
 4 through December 31, 2025. The June 1 performance report will contain less than six months of
 5 information and will lack key metrics related to students’ attendance, academics, and behavior.
 6 Nocero Decl. ¶ 8. For many grantees, that data is not available until approximately eight months
 7 into the budget year. *See id.*

8 Furthermore, although Defendants claim the special reimbursement procedure places
 9 grantees on a “reimbursement pay status,” Stuber Decl., Ex. A at 2, Defendants appear to be
 10 imposing a stricter procedure known as “route pay status.” *See Sabay Decl.* ¶ 10. Under normal
 11 reimbursement, grantees would incur expenses, submit invoices, then draw down the requested
 12 amount. *Id.* Instead, affected grantees must fund their programs out of pocket, complete a
 13 detailed budget form, and receive Department approval before they are paid. *Compare Stuber*
 14 *Decl. Exs. C-D, with Sabay Decl.* ¶ 10. The stricter procedure is typically only used when
 15 grantees receive program funding for the first time or have a record of financial mismanagement
 16 or similar issues, *see Sabay Decl.* ¶ 11, and there is no indication the affected grantees meet these
 17 criteria. Thus, Defendants have baselessly constrained and delayed grantees’ access to funds.

18 III. ARGUMENT

19 A. The Court Should Enforce its Orders

20 “[T]here is no question that courts have inherent power to enforce compliance with their
 21 lawful orders.” *Calif. Dep’t of Soc. Servs. v. Leavitt*, 523 F.3d 1025, 1033 (9th Cir. 2008)
 22 (quoting *Shillitani v. United States*, 384 U.S. 364 (1966)). This power includes ordering a federal
 23 agency to remove grant conditions and to cease the use of a “manual review process” for grant
 24 awards when those actions violate an injunction. *See Illinois v. Fed. Emergency Mgmt. Agency*,

25
 26 ⁸ *See, e.g.,* Iversen Decl. ¶ 8; Schmidt Decl. ¶¶ 8-9; Judson Decl. ¶ 8; Furedi Decl. ¶ 8.

1 No. 25-206 WES, 2025 WL 2908807, at *1 (R.D.I. Oct. 14, 2025) (grant conditions); *New York*
2 *v. Trump*, No. 25-1236, 2026 WL 734941, at *18 (1st Cir. Mar. 16, 2026) (review process); *see*
3 *also City of Chicago v. U.S. Dep’t of Homeland Sec.*, No. 25 C 5463, 2026 WL 353581, at *6
4 (N.D. Ill. Feb. 9, 2026) (ordering agency to process reimbursement requests after it was enjoined
5 from withholding funds). “Should an agency neglect the orders of a federal court, an order
6 enforcing the original mandate is... ‘particularly appropriate.’” *California v. U.S. Dep’t of Lab.*,
7 155 F. Supp. 3d 1089, 1096 (E.D. Cal. 2016) (quoting *Int’l Ladies’ Garment Workers’ Union v.*
8 *Donovan*, 733 F.2d 920 (D.C.Cir.1984)).

9 “A motion to enforce the court’s previous judgment may be granted when the prevailing
10 party demonstrates its opponent has not complied with the judgment’s terms.” *Id.* Furthermore,
11 this Court possesses a “great deal of flexibility and discretion in choosing the remedy best suited
12 to curing the violation” because Defendants “ha[ve] a ‘history of noncompliance with prior
13 orders.’” *Melendres v. Maricopa Cnty.*, 897 F.3d 1217, 1221 (9th Cir. 2018) (citations omitted);
14 *compare* Dkt. 273 (ordering Defendants to make new continuations decisions by December 30,
15 2026, and resultant continuation awards by December 31, 2026), *with* Dkt. 360 at 46:6-47:3
16 (Court “shar[ing]” Plaintiffs’ “frustrat[ion] with the government’s inability to comply with the
17 original deadlines set by the Court’s orders.”); *compare* Dkt. 282 (ordering Defendants to
18 provide continuation awards by January 6, 2026), *with* Dkt. 349 (Defendants issued interim
19 awards on January 8, 2026).

20 Defendants are implementing their Discontinuation Decision through other means by
21 setting onerous conditions on grantees in violation of the Court’s injunction. The continuation
22 notices make clear Defendants are considering information other than performance, fiscal, and
23 management information, contrary to the Court’s ruling. *See* Dkt. 269 at 23. Furthermore,
24 Defendants failed to make “continuation awards” as required by the Court. *See supra* Sections
25 II.A, B. As such, Plaintiffs turn to the Court for enforcement.

1 **1. Defendants are implementing the discontinuances through other means**

2 Defendants are implementing the Discontinuation Decision through other means and
3 considering information that the Court enjoined Defendants from considering by imposing
4 “grants management measures” on grantees. *See supra* Sections II.B. and D.

5 First, instead of helping grantees fulfill their programs’ objectives, Defendants’
6 continuation notices impose rigid obstacles that will effectively discontinue some grant projects
7 and severely hinder many others. Defendants have baselessly constrained and delayed grantees’
8 access to funds through the special reimbursement procedure, and the June 1 report requirement,
9 which sets a deadline before important outcome data is available and serves no purpose other
10 than to allow Defendants to consider performance issues Defendants themselves *caused*.
11 Grantees rightly fear precisely this, which is driving away graduate students who need tuition
12 assistance to remain enrolled in MHSP grantee’s graduate programs, as well as mental health
13 service professionals worried about the security of their positions. *See supra* Section II.D. In
14 imposing these measures, Defendants considered information, including the outcome of this
15 pending litigation, that the Court enjoined Defendants from considering. The Department’s
16 treatment of these previously discontinued grantees deviates from Department’s standard
17 practice. Historically, the Department affirmatively engaged grantees to discuss budget changes
18 and resolve any questions or concerns related to grantees’ programs. *See, e.g.*, Stuber Decl. ¶ 11.
19 Even as recently as this month, the Department proactively contacted a grantee funded through
20 a different program to discuss budget updates and ensure the grantee’s success this year, even
21 though that grantee’s project was *also* discontinued and *also* only continued later due to
22 litigation. *See* Sabay Decl. ¶ 8. In light of the Department’s clear capacity and willingness to
23 support grantees and troubleshoot issues in other similar contexts, it is significant that
24 Defendants are unable to work collaboratively with grantees to resolve concerns about the
25 workability of the measures. *See* Stuber Decl. ¶ 11; Chung Decl. Ex. B. Without question,
26

1 Defendants' actions are directly threatening the existence of grantees' programs in violation of
2 the Court's orders.

3 Second, Defendants should know, based on Plaintiffs' repeated representations, that
4 providing only six months funding at this juncture will effectively cause grantee projects to end,
5 once again serving Defendants' interests in discontinuing these grants. *See supra* II.D. n.3.
6 Instead of abiding by the injunction meant to protect Plaintiffs' interests and enjoin Defendants'
7 unlawful behavior, Defendants continue to effectuate the "new administration priorities" at the
8 heart of the enjoined unlawful Discontinuation Decision. The imposition of Defendants'
9 measures enables them to fully implement their enjoined discontinuances in the extremely
10 unlikely event they would win their appeal and do so by June 1. Indeed, the timeline built into
11 the measures is nonsensical—given that the parties won't complete appellate briefing until June
12 8, the Ninth Circuit may not even issue a decision until the end of the year. *See* Dkt. 359.
13 Defendants twice asked for a stay from the Ninth Circuit and did not obtain one. *See* Dkt. 364.
14 They cannot now ignore this Court's orders, and the opinions of the Ninth Circuit, to Plaintiff
15 States' detriment by effectively discontinuing grants before the Court allows them to. *See*
16 *Illinois*, 2025 WL 2908807 at *1 (granting motion to enforce where federal government imposed
17 enjoined grant conditions that would only be effective if the government prevailed on appeal,
18 holding "[t]he fig leaf conditional nature of the [government's] requirement makes little
19 difference").

20 **2. Defendants failed to make "continuation awards"**

21 As detailed in their Supplemental Status Report, Defendants have continued grants for
22 120 affected grantees. Dkt. 366. For these grantees, the Court's order required Defendants to
23 issue continuation awards. *See supra* Sections II.A, II.B. By regulation, continuation awards
24 fund the full budget period, not part of it. 34 C.F.R. § 75.253(a). Each budget period is the
25 amount necessary to complete the activities for that period. *Id.* § 75.253(e)(3). And here, budget
26

1 periods are twelve months. *See* Stuber Decl., Ex. A at 2; *see also id.* Ex. D at 2 (form grantees
2 are required to fill out specifying budget periods of one year).

3 But Defendants did not issue continuation awards for the budget period. *Id.*, Ex. A at 3.
4 Instead, they only issued six-month awards. *Id.* These are not continuation awards—they are
5 extended interim awards that fall short of the funds necessary for grantees to perform the
6 objectives set at the start of their grant awards and to meaningfully conduct activities within the
7 current budget period. As the Department did not make continuation awards consistent with its
8 regulations and the Court’s order, the Court should enforce this part of its injunction.

9 **B. In the Alternative, the Court Should Order Defendants to Set Aside Funds, Respond**
10 **to Post-Judgment Discovery, and Provide a Witness for Deposition**

11 If this Court concludes it does not yet have sufficient facts to enforce its injunction, it
12 should permit Plaintiffs expedited discovery to determine whether Defendants are implementing
13 the Discontinuation Decision by other means. Additionally, if the partial funding measure is not
14 lifted, Plaintiffs request the Court order Defendants to set aside funds for the rest of the 2026
15 budget period to forestall any violation of the injunction against “recompeting Grant funds.” Dkt.
16 269 at 35.

17 Courts have “inherent power” to order discovery to enforce their judgments and “should
18 give careful attention to a request for discovery to establish noncompliance with one of its
19 judgments.” *Leavitt*, 523 F.3d at 1033. “If significant questions regarding noncompliance have
20 been raised, appropriate discovery should be granted.” *Id.* at 1034. Courts routinely order such
21 discovery. *See, e.g., Blackberry Ltd. v. Typo Products LLC*, No. 14-cv-00023-WHO, 2014 WL
22 4136586, at *2 (N.D. Cal. Aug. 21, 2014); *Al Otro Lado, Inc. v. Mayorkas*, No. 17-cv-2366-
23 BAS-KSC, 2021 WL 4357492, at *1-2 (S.D. Cal. Sept. 24, 2021).

24 If this Court is not yet persuaded that Defendants have violated its injunction, then
25 Plaintiffs should have discovery into Defendants’ conclusory statements so they may present
26 evidence that the Department has, in fact, violated the Court’s orders. *Cf. Illinois v. Vought*, No.

1 26-CV-1566, Dkt. 50 (N.D. Ill. Feb. 25, 2026) (ordering federal defendants to respond to
2 discovery designed to uncover evidence of a secret, underlying administrative action motivating
3 grant terminations). The Plaintiffs' proposed discovery is limited and narrow, seeking
4 information about the measures Defendants have imposed, the purported risks underlying those
5 measures, and Defendants' treatment of Plaintiffs' grantees compared to other grantees. *See*
6 Chung Decl., Exs. H and I. This modest discovery is directly relevant to whether Defendants
7 have violated this Court's injunction by implementing the Discontinuation Decision by other
8 means. Because the need is immediate, and discontinued grantees are in jeopardy of being forced
9 to shut down their projects, *see supra* Section II.D., the Court should order Defendants to respond
10 fully to Plaintiffs' interrogatories and requests for production no later than ten days after the
11 Court issues its ruling. *See* Fed. R. Civ. P. 33(b)(2), 34(b)(2)(A). The Court should also order
12 Defendants to make a Rule 30(b)(6) witness available to address the topics listed in Plaintiffs'
13 proposed notice of deposition. *See* Chung Decl. Ex. I.

14 IV. CONCLUSION

15 The Court should grant Plaintiffs' motion to enforce the Court's injunction and order
16 Defendants to lift the measures, including the partial funding measure, and issue awards consistent
17 with the Court's injunction and the Department's regulations. In the alternative, the Court should
18 order Defendants to set aside sufficient funds for the remainder of the 2026 budget period, respond
19 to post-judgment discovery, and provide a witness for deposition.

1 DATED this 17th day of March 2026.

The signing attorneys certify that this memorandum contains 4158 words in compliance with Local Civil Rules.

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