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20 UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
21 SAN JOSE DIVISION

22 COUNTY OF SANTA CLARA; STATE OF
CALIFORNIA, by and through Attorney General
23 Rob Bonta,

24 Plaintiffs,

25 v.

26 UNITED STATES IMMIGRATION AND
CUSTOMS ENFORCEMENT, et al.,

27 Defendants.

No. 5:26-cv-05604-EKL

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
INJUNCTION; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT**

Date: October 7, 2026

Time: 10:00 a.m.

Crtrm: 7, 4th Floor

Hon. Eumi K. Lee

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NOTICE OF MOTION

PLEASE TAKE NOTICE that on October 7, 2026 at 10:00 a.m. or as soon thereafter as may be heard before the Honorable Judge Eumi K. Lee in Courtroom 7 of the United States District Court for the Northern District of California, 280 South 1st Street, San José, CA 95113, Plaintiffs will and hereby do move the Court pursuant to Federal Rule of Civil Procedure 65 for a preliminary injunction against: United States Immigration and Customs Enforcement (ICE); United States General Services Administration (GSA); United States Department of Homeland Security; Edward Forst, in his official capacity as Administrator of the GSA; Markwayne Mullin, in his official capacity as Secretary of Homeland Security; David Venturella, in his official capacity as Senior Official Performing the Duties of the Director of ICE; ECG 6, LLC; and their officers, agents, servants, and employees, and any other persons who are in active concert or participation with them (collectively, “Defendants”).

Plaintiffs respectfully move the Court to enter a preliminary injunction prohibiting Defendants from developing the property at 7240 Holsclaw Road in unincorporated Santa Clara County near Gilroy, California (“Holsclaw Property”), which includes designing, procuring, renovating, retrofitting, demolishing, or constructing, or taking any other actions to physically alter the Holsclaw Property, during the pendency of this litigation, and prohibiting Defendants from operating the Holsclaw Property as an immigration holding, processing, or similar facility during the pendency of this litigation, unless and until Defendants lawfully discharge their obligations under the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*, the Intergovernmental Cooperation Act, 31 U.S.C. § 6501 *et seq.*, and the Administrative Procedure Act, 5 U.S.C. § 701 *et seq.*, including but not limited to completing environmental review and consulting with state, regional, and local entities on Defendants’ plans to develop and operate the Holsclaw Property.

This preliminary injunction motion is based on this Notice of Motion and Motion, the accompanying supporting Memorandum of Points and Authorities, the accompanying supporting declarations and exhibits thereto and Request for Judicial Notice, as well as the papers, evidence, and records on file in this action, and any other written or oral evidence or argument as may be presented at or before the time this Motion is heard by the Court.

1 Pursuant to section VIII.A of the Standing Order for Civil Cases Before Judge Eumi K. Lee,
2 Plaintiffs certify that they were not reasonably able to meet and confer with Defendants before filing
3 this Motion because service is not yet complete and no counsel have yet entered appearances for any
4 Defendant. Plaintiffs are nonetheless filing this Motion now because they seek immediate relief.
5 Plaintiffs will meet and confer with Defendants’ counsel as soon as possible following their
6 appearance and will withdraw this Motion if the parties can resolve the issues presented.

7 MEMORANDUM OF POINTS AND AUTHORITIES

8 INTRODUCTION

9 In late April 2026, behind a privacy fence and a shroud of secrecy, Defendants began
10 demolition and construction work on a 24.5-acre property on Holsclaw Road in a rural area of
11 unincorporated Santa Clara County near Gilroy (“Holsclaw Property”). The federal Defendants had
12 previously entered a 20-year lease for the property with the private landowner, Defendant ECG 6
13 LLC. Surrounded by agricultural lands, the rural property has been historically used for agriculture
14 and agriculture-compatible uses and has been legally restricted to such uses since 1967. Defendants
15 are now redeveloping the property into an immigration enforcement and holding facility (“the
16 Project”), a use entirely incompatible with this property.

17 Plaintiffs County of Santa Clara and the State of California seek a preliminary injunction to
18 prevent significant and potentially catastrophic environmental and public health harms if the Project
19 is allowed to proceed in clear violation of the law. Before making a final decision to develop this
20 facility—let alone beginning demolition and construction—Defendants were required to analyze and
21 publicly disclose the environmental impacts of the Project under the National Environmental Policy
22 Act (NEPA). But Defendants chose instead to ignore those impacts, claiming a baseless exemption.

23 Defendants’ decision to flout the law and fast-track the Project will likely cause imminent
24 and irreparable harm to human health, the surrounding environment, sensitive species in the area,
25 and the agricultural viability of the property. Their activity threatens to disturb and release into the
26 environment hazardous waste that has accumulated at the property over the 30 years it was used as
27 an agricultural research and development facility. There is no indication that Defendants have taken
28 any steps to identify and evaluate these hazardous materials, much less mitigate the risks they pose.

1 Moreover, implementation of Defendants’ poorly informed site plans will wreak havoc on the
2 dramatically undersized onsite septic system, which could be damaged by construction and
3 overwhelmed by the estimated *24-fold increase* in wastewater expected by Defendants’ use. And
4 Defendants also failed to take any steps to consider and analyze the impacts of their Project on more
5 than a dozen endangered and special status species which rely on the surrounding protected habitat,
6 including Llagas Creek, which runs directly alongside the Holsclaw Property.

7 In addition, the Intergovernmental Cooperation Act (ICA) obligated Defendants to consult
8 with state and local governments, including Plaintiffs, to seek their input about the Project and to
9 consider their views, but this did not occur. Indeed, if Defendants had complied with this basic
10 consultation requirement, Plaintiffs would have been able to inform them about the myriad
11 challenges this site presents for their Project. But rather than transparency and dialogue—rather than
12 follow federal law and their own guidance—Defendants opted instead for obfuscation.

13 Plaintiffs now ask this Court to preliminarily enjoin Defendants’ activities at the Holsclaw
14 Property to preserve the status quo so that local and state stakeholders and the federal
15 decisionmakers are properly informed by the environmental review and intergovernmental
16 coordination that federal law demands.

17 STATEMENT OF FACTS

18 I. The Holsclaw Property Has Been Reserved Exclusively for Agriculture.

19 Situated in rural unincorporated Santa Clara County, the Holsclaw Property is an
20 approximately 24.5-acre parcel with an agricultural field, a main building (approximately 18,000
21 square feet), a “headhouse” (5,200 square feet), maintenance building, and greenhouses. Decl. of
22 Principal Planner Samuel Gutierrez (“Gutierrez Decl.”) ¶ 4. It is surrounded by other agricultural
23 lands. Along its western edge runs Llagas Creek, an area designated by the National Marine
24 Fisheries Service as critical habitat essential to the conservation of the South-Central California
25 Coast steelhead, which is a threatened species under the Endangered Species Act. 50 CFR §
26 226.211(i)(1)(iii); 16 U.S.C. § 1532(5)(A); Decl. of Erin Chappell (“Chappell Decl.”) ¶ 13(c).
27 Several other listed species and species prioritized as Species of Concern by the California
28 Department of Fish and Wildlife inhabit this area, including the California red-legged frog,

1 Monterey hitch, California tiger salamander, northwestern pond turtle, least Bell’s vireo, tricolored
2 blackbird, American badger, Hoary bat, Pallid bat, Loma Prieta Hoita, and white-tailed kite.
3 Chappell Decl. ¶ 13(a)–(i); Decl. of Robert Hamilton (“Hamilton Decl.”) ¶ 6; Decl. of Dr. Tiffany
4 Yap (“Yap Decl.”) ¶ 9.

5 For decades, the County’s General Plan, which is the County’s long-term roadmap for land
6 use, has included policies to protect agricultural land and promote the long-term economic viability
7 of agricultural activities. Pls.’ Req. for Judicial Not. (“RJN”) Ex. 9. The Plan declares that
8 “agricultural areas of greatest long term viability[,] . . . such as the lands south and east of Gilroy[,]
9 should be considered for designation and preservation.” *Id.* The Holsclaw Property is located in that
10 area and zoned A-40Ac, which is an exclusive agriculture zoning district. Gutierrez Decl. ¶ 6. Since
11 1967, it has also been subject to a contract under the Williamson Act. Gutierrez Decl. ¶ 7; *see* Cal.
12 Gov’t Code § 51200 *et seq.* The Act establishes a policy and statutory framework to preserve, to the
13 “maximum” extent, the “limited supply of agricultural land” in the state. Cal. Gov’t Code §
14 51220(a). Under the contract, the property owner receives tax benefits in exchange for limiting use
15 of the parcel to commercial agriculture. Cal. Rev. & Tax. Code §§ 421–23. Since 1993, structures
16 on the Property have been permitted for agricultural research. Gutierrez Decl. ¶ 8.

17 Given its rural location, no sanitary sewer connection is available. Decl. of Envtl. Health
18 Program Manager Darius Haghighi (“Haghighi Decl.”) ¶ 6. The property relies instead on three
19 onsite septic systems, permitted by the County in 1993, to collect and process wastewater. *Id.* ¶¶ 6–
20 7. Domestic wastewater is piped to septic tanks, where solids settle out and liquid wastes are
21 channeled into an underground dispersal field, where they decompose before reaching the
22 groundwater. *Id.* Only one septic system serves the main building; the other two systems serve
23 floor drains in adjacent buildings. *Id.* ¶ 7. The main system was sized for 40 daytime employees,
24 with a peak capacity of approximately 600 gallons per day. *Id.*

25 Most of the Holsclaw Property is located within an area classified by the Federal Emergency
26 Management Agency (FEMA) as a Special Flood Hazard Area, meaning it has a particularly high
27 risk of flooding, and the remainder is classified as having an unknown flood hazard risk. *Id.* ¶ 13.
28 Because portions of each of the three septic systems are located in the 100-year floodplain, each

1 could fail during a flood event. Such failure could result in direct discharge of raw or partially
2 treated sewage into floodwaters, which would spread pathogens broadly across the landscape and
3 into nearby surface water bodies such as Llagas Creek, and potentially the groundwater table where
4 those pathogens can contaminate drinking water sources. *Id.* ¶¶ 12–13.

5 From 1993 to 2023, the Holsclaw Property was used for agricultural research by Syngenta
6 Seeds and affiliates, which included active agricultural cultivation and pesticide- and fungicide-
7 treated seed experimentation and processing and laboratory operations. Decl. of Hazardous
8 Materials Compliance Div. Program Manager Mickey Pierce (“Pierce Decl.”) ¶¶ 9–10. The
9 decades-long use of a portion of the property as a pesticide research facility is likely to have left
10 unremediated hazardous waste on the property. *Id.* ¶¶ 8-28 & Exs. A–C; Decl. of Deputy Dir.
11 Michael Balliet (“Balliet Decl.”) ¶¶ 8, 12. Three decades of County inspections, conducted under
12 the County’s regulatory authority over hazardous materials, have documented extensive
13 mismanagement of hazardous materials and hazardous wastes at the Holsclaw Property. Pierce
14 Decl. ¶¶ 8–28 & Exs. A–C; Balliet Decl. ¶¶ 8–9, 12. As recently as 2020, County inspectors have
15 repeatedly found evidence that laboratory and industrial process wastes were discharged to sinks and
16 drains connected to the onsite septic systems, in violation of the County’s Onsite Wastewater
17 Treatment System Ordinance. Pierce Decl. ¶ 16; Balliet Decl. ¶ 8. Because the septic system
18 releases liquid waste to an underground dispersal field located near Llagas Creek, any disturbance of
19 the system—including through construction or increased wastewater loading—creates a risk that
20 contaminants will migrate into soil, groundwater, or surface water. Haghghi Decl. ¶¶ 12–13. The
21 septic system cannot treat laboratory and industrial wastes, which therefore threaten groundwater,
22 aquatic ecosystems, and human health. Haghghi Decl. ¶ 6.

23 **II. Defendants Cloaked in Secrecy Their Plans to Build an Immigration Enforcement and** 24 **Holding Facility.**

25 Between late 2022 and early 2023, a representative of private contractor Elmwood Capital
26 Group (“Elmwood”), a company affiliated with ECG 6, informally contacted staff at the County
27 Department of Planning and Development (DPD) to inquire about the Holsclaw Property. Gutierrez
28 Decl. ¶ 9. When the DPD employee asked for more information, Elmwood forwarded a letter from

1 Defendant General Services Administration (GSA), dated June 21, 2023. *Id.* ¶ 10. The GSA letter
2 stated only that it was seeking “office and operations space” as follows:

3 [GSA] is seeking office and operations space under GSA Lease Solicitation No.
4 8CA3614. Elmwood Capital Group (or its affiliate) is an offeror under said
5 solicitation and proposes to provide GSA with the required space through a lease at a
6 building located at 7240 Holsclaw Road, Gilroy, CA. This lease will require
7 construction work to be performed at the property. Because this lease will be entirely
8 for Federal Government use, the construction project and the property should receive
9 any exemptions, immunities or other flexibility available for such Federal
10 Government uses under local zoning, planning and permitting regulations.

11 *Id.* Ex. C. Elmwood provided no additional information. *Id.* ¶ 10. At no time did Elmwood or GSA
12 ever suggest that they intended to construct an immigration enforcement and holding facility. *Id.* ¶

13 12. The County is not aware of DHS or GSA contacting any department or staff at any time about
14 the Project.

15 **III. Defendant ECG 6 Leased the Holsclaw Property to Defendant GSA.**

16 On January 8, 2025, GSA awarded a \$26.5 million contract to ECG 6, the fee owner of the
17 Holsclaw Property, for a 20-year lease allowing the federal government to use the Holsclaw
18 Property. Decl. of Thuy Van Tsang (“Tsang Decl.”) Ex. 1. The lease identifies ECG 6 as the fee
19 owner of the Holsclaw Property and GSA as the lessee. *Id.* at 1. The lease covers 18,700 rentable
20 square feet “of office and related Space” and an additional 5,300 rentable square feet of “free space.”
21 *Id.* at 5. The lease provides that ECG 6 will perform all necessary construction on the property for
22 the Project. *Id.* at 11.

23 The lease includes several provisions requiring compliance with federal, state, and local law.
24 For example, ECG 6 “must incorporate all mitigation measures identified and adopted by the
25 Government in the design and construction drawings and specifications,” where “the Government
26 has determined that any or all of these mitigation measures should be or must be adopted to lessen
27 the impact of these proposed actions.” *Id.* at 25. GSA also requires that the “leased Space shall be
28 free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and
according to applicable Federal, state, and local environmental regulations.” *Id.* at 41.

A rider to the lease, GSA FORM 3517B GENERAL CLAUSES, also incorporates several
standard compliance conditions. RJN Ex. 6. One such condition, GSAR 552.270-8, requires that

1 ECG 6 “comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing
 2 of the property, including, without limitation, laws applicable to the construction, ownership,
 3 alteration or operation of all buildings, structures, and facilities located thereon, and obtain all
 4 necessary permits, licenses and similar items at its own expense.” *Id.* at 8.

5 **IV. Plaintiffs Discovered the Intended Use of the Holsclaw Property.**

6 In early 2026, the County began investigating whether the Holsclaw Property would in fact
 7 be used merely as “office and related space,” as stated in the title of the solicitation that GSA
 8 ultimately awarded to ECG 6. Decl. of Cnty. Couns. Investigator Ricardo Murillo (“Murillo Decl.”)
 9 ¶¶ 33–34 & Ex. L. The details of the GSA solicitation also required “[p]roof of zoning for a 4,000
 10 SF Detention Center,” as well as a “Sally Port”—a secured and controlled entryway that prisons
 11 typically use to transfer detainees from a vehicle into a building (*see, e.g., Konah v. District of*
 12 *Columbia*, 915 F. Supp. 2d 7, 12 n.2 (D.D.C. 2013))—“large enough to accommodate a large
 13 passenger bus.” Murillo Decl. Ex. L. The solicitation required that the “space shall not be in the 1-
 14 percent-annual-chance flood plain” (also known as the 100-year floodplain). *Id.* The County found
 15 that ECG 6 is an affiliate of Elmwood, a real estate investment firm that has leased properties in
 16 Montana and Texas that operate as DHS detention facilities. *Id.* ¶¶ 36–37 & Ex. N. The County
 17 also discovered a June 26, 2025 contract between DHS and Price Modern LLC for services related to
 18 “the enforcement and removal operations (ERO) office in Gilroy, CA.” RJN Ex. 7.

19 In early 2026, a County investigator began to observe the Holsclaw Property from publicly
 20 accessible locations. Murillo Decl. ¶¶ 5–8. After months of little activity on the site, the
 21 investigator began to see construction and demolition activity on April 27, 2026, which is still
 22 ongoing. *Id.* ¶¶ 8–31. He observed that a privacy fence had been installed around the perimeter of
 23 the property and noted the presence of portable toilets and several construction vehicles, including a
 24 utility truck belonging to GAMI Construction (which holds itself out as specializing in paving,
 25 grading, concrete, and demolition), which were involved in moving demolition debris. *Id.* ¶¶ 9–10,
 26 12, 14, 21–22. He also observed construction workers moving materials from the interior of the
 27 main building into debris piles. *Id.* ¶¶ 14–15, 22. The frames of at least two of the smaller
 28 greenhouses on the property were also dismantled and removed over the course of his visits. *Id.* ¶

1 23. Indeed, when the County sought ECG 6’s consent to inspect the property under the County’s
2 authority to regulate hazardous materials, an Elmwood representative confirmed on June 15, 2026
3 that “the property is an active construction site.” Pierce Decl. Ex. I.

4 The County searched its records and public sources for any notice from the federal
5 government of its actions on the Holsclaw Property and found none. Gutierrez Decl. ¶ 13.
6 Defendants issued no notice of intent to begin environmental review, requested no public comment
7 on any agency action (whether proposed or underway), and conducted no public consultation.
8 Murillo Decl. ¶ 41.

9 Defendants also failed to consult with the State. The Governor’s Office of Land Use and
10 Climate Innovation (LCI), formerly known as the Governor’s Office of Planning and Research, is
11 designated under State of California Executive Order D-24-83 as the State’s Single Point of Contact
12 for transmitting official State and local government comments on federal proposals under review
13 pursuant to the ICA and Executive Order 12372, requiring Intergovernmental Review of Federal
14 Programs. Decl. of Matt Read (“Read Decl.”) ¶ 2. LCI has received no communication from the
15 federal government about any plans to develop the Holsclaw Property. *Id.* ¶¶ 5–6.

16 Defendants instead initially refused to acknowledge the existence of the immigration
17 enforcement and holding facility; when the media asked DHS to comment for a story printed on May
18 13, 2026, the agency refused to confirm or deny plans for the facility. Murillo Decl. Ex. F. Just
19 weeks after declining to comment, when the same media outlet presented DHS with a 111-page
20 document showing site plans for the Project, Defendants could not deny their actions any longer. At
21 that time, an ICE spokesperson said, “The new Gilroy office will enable ICE to support local
22 operations and enhance coordination with regional partners to ensure the enforcement of federal
23 immigration laws at the operating standards of other offices nationwide.” Haghghi Decl. Ex. A at
24 PDF 4.

25 The site plans, which are dated September 17, 2025 and bear the logos of GSA, ICE, and
26 DHS, illustrate demolition and construction plans for the Holsclaw Property. *Id.* at PDF 7-117. The
27 plans show that the main building will be redeveloped to include six concrete-reinforced holding
28 rooms for detainees with concrete benches, detainee processing areas, interview and visitation

1 rooms, an armory for weapons and ammunition, and a tactical equipment storage room. *Id.* Based
2 on specifications in ICE, *Facility Design Guide* (2016), RJN Ex. 5 at 5-140 to 5-145, the site plans
3 and the GSA solicitation suggest that the Holsclaw Property is being developed to accommodate 60
4 federal government employees and approximately 150 detainees at any given time. Murillo Decl.
5 Ex. M (stating there will be 60 parking spaces); Haghghi Decl. Ex. A (detailing dimensions of
6 holding rooms). The site plans also show a new paved parking area, a portion of which is sited over
7 the existing septic tank and dispersal field that serves the main building. Haghghi Decl. ¶ 17 & Ex.
8 A at PDF 11.

9 On June 19, 2026, Plaintiffs learned of partially redacted GSA documents that a government
10 transparency group obtained through a Freedom of Information Act request and then published.
11 Murillo Decl. Exs. T–V. These new documents include a GSA “NEPA Memo to File” identifying
12 the Holsclaw Property lease by number. *Id.* Ex. U (“NEPA Memo”). The NEPA Memo describes
13 the “action” as “20 years/15 years firm New/Replacing Lease (relocation from existing building).”
14 *Id.* It alleges that the action qualifies for a NEPA categorical exclusion for “[a]cquisition of space
15 within an existing structure, either by purchase or lease, where no change in the general type of use
16 and only minimal change from previous occupancy level is proposed.” *Id.* This was the first time
17 Plaintiffs became aware that Defendants were claiming that the Project was subject to a NEPA
18 categorical exclusion. The documents also include an undated GSA “Floodplain Memorandum”
19 identifying the Project by the GSA solicitation number. *Id.* Ex. V (“Floodplain Memo”). The
20 Floodplain Memo admits that the action is located “in the 100-year floodplain” and alleges that
21 “there are no practicable alternatives” to locating the action there. *Id.*

22 Based on all the gathered information, it appears Defendants are developing the Holsclaw
23 Property, at least in part, into an ICE Enforcement and Removal Operations (ERO) holding facility.
24 ICE Directive 11087.2 defines a holding facility as a “facility that contains hold rooms that are
25 primarily used for the short-term confinement of individuals who have recently been detained, or are
26 being transferred to or from a court, detention facility, other holding facility, or other agency.” RJN
27 Ex. 3 (ICE, Policy No. 11087.2, *Operations of ERO Holding Facilities* (Jan. 31, 2024)). In this
28 definition, “short-term” is “defined as a period not to exceed 12 hours, absent exceptional

1 circumstances.” *Id.* However, on June 24, 2025, ICE waived the 12-hour policy in response
 2 to “increased enforcement efforts,” allowing detentions of 72 hours or more.¹ *Id.* Ex. 12. Under
 3 another recent change in federal policy, ERO facilities are now prohibited from discretionarily
 4 releasing detainees. *See Herrera v. Knight*, 798 F. Supp. 3d 1184, 1191 & n.1 (D. Nev. 2025)
 5 (discussing this policy’s implementation through the July 8, 2025 DHS memorandum entitled
 6 “Interim Guidance Regarding Detention Authority for Applications for Admission,” which was
 7 directed to all ICE employees, and confirming that DHS and ICE “do not contest the authenticity of”
 8 the policy document); *see also*, Am. Immigration Lawyers Ass’n, *ICE Memo: Interim Guidance*
 9 *Regarding Detention Authority for Applications for Admission* (July 8, 2025),
 10 [https://www.aila.org/library/ice-memo-interim-guidance-regarding-detention-authority-for-](https://www.aila.org/library/ice-memo-interim-guidance-regarding-detention-authority-for-applications-for-admission)
 11 [applications-for-admission](https://www.aila.org/library/ice-memo-interim-guidance-regarding-detention-authority-for-applications-for-admission). As a result, ERO facilities are routinely over capacity and unable to
 12 provide adequate water, toilets, and showering facilities to detainees. *See, e.g., Mercado v. Noem*,
 13 800 F. Supp. 3d 526, 540–43, 547 (S.D.N.Y. 2025) (alleging that detainees were packed into
 14 “incredibly overcrowded” spaces and denied water, toilet, and showering facilities); *see also D.N.N.*
 15 *v. Liggins*, 822 F. Supp. 3d 543, 565–66, 589 (D. Md. 2026) (discussing how detainees were
 16 subjected to rampant overcrowding, with rooms designed for 56 people holding over 120).

17 ARGUMENT

18 The four factors that a district court must consider in deciding a preliminary injunction
 19 motion all support issuing an injunction here. A plaintiff “must establish that he is likely to succeed
 20 on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the
 21 balance of equities tips in his favor, and that an injunction is in the public interest.” *Winter v.*
 22 *Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). Where, as here, the federal government is a
 23 party, the final two factors merge. *Roman v. Wolf*, 977 F.3d 935, 940–41 (9th Cir. 2020).²

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 25
 26 ¹ Just yesterday, Judge Pitts of this Court vacated the 12-hour policy waiver, finding its adoption was
 arbitrary and capricious. *Pablo Sequen v. Albarran*, No. 25-CV-06487-PCP, 2026 WL 1805114
 (N.D. Cal. June 23, 2026).

27 ² In the Ninth Circuit, courts evaluate these factors on a “sliding scale” such that “where the balance
 28 of hardships tips sharply towards the plaintiff, a plaintiff need only show serious questions going to
 the merits, rather than likelihood of success on the merits, to warrant preliminary injunctive relief.”
Roman, 977 F.3d at 941 (citation modified). “‘Serious questions’ . . . involve a fair chance of

1 **I. Plaintiffs Are Likely to Succeed on the Merits of Their Claims.**

2 Defendants’ decision to undertake this Project without environmental review or
 3 intergovernmental consultation is a final agency action that violates the Administrative Procedure
 4 Act (APA), NEPA, and the ICA. Defendants violated NEPA by failing to issue an Environmental
 5 Impact Statement (EIS), or at a minimum, an Environmental Assessment (EA), despite the likely
 6 significant environmental impacts of this Project on the Holsclaw Property and the surrounding
 7 natural and human environment. Defendants’ apparent reliance on a categorical exclusion was
 8 patently improper. Defendants also violated the ICA by completely failing to consider or solicit
 9 Plaintiffs’ views, instead opting to flout the statute by pursuing their plans in secret. These
 10 violations render Defendants’ actions arbitrary, capricious, and not in accordance with law, in
 11 violation of the APA. *See Env’tl. Def. Ctr. v. Bureau of Ocean Energy Mgmt.*, 36 F.4th 850, 871 (9th
 12 Cir. 2022) (“[J]udicial review of agency decisions under NEPA is governed by the APA.”); *see also*
 13 *City of Rochester v. USPS*, 541 F.2d 967, 976 (2d Cir. 1976) (discussing agency’s “affirmative
 14 obligation to develop a reviewable record” under ICA so that a “reviewing court can determine
 15 whether the agency has acted arbitrarily or capriciously”).

16 **A. Defendants’ Decision Violates NEPA.**

17 Defendants have firmly committed themselves to this Project, from awarding the solicitation,
 18 to entering a lease to construct and operate the facility that legally binds GSA to provide tens of
 19 millions of dollars in federal funding to the Project, to beginning construction. The Project is a final,
 20 “major Federal action” with a “reasonably foreseeable significant effect on the quality of the human
 21 environment,” for which Defendants should have completed NEPA review before making any
 22 decision.³ 42 U.S.C. § 4336(b)(1); *see also id.* § 4332(C); *Dep’t of Transp. v. Pub. Citizen*, 541 U.S.

23
 24
 25 success on the merits.” *Flathead-Lolo-Bitterroot Citizen Task Force v. Montana*, 98 F.4th 1180,
 1189 (9th Cir. 2024) (citation modified).

26 ³ Although ECG 6 is a private party, an injunction under NEPA is appropriate against it as a
 27 “person[] who [is] in active concert or participation with” the Federal Defendants. Fed. R. Civ. P.
 65(d)(2)(C). Moreover, an “injunction may issue against a non-federal party in a NEPA action”
 28 when the party acts with the federal government to advance a federal project. *Sierra Club v. U.S.*
Fish & Wildlife Serv., 235 F. Supp. 2d 1109, 1123 (D. Or. 2002) (enjoining non-federal party
 conduct when it received “federal assistance for the challenged activity”); *see also Fund for Animals,*
Inc. v. Lujan, 962 F.2d 1391, 1397 (9th Cir. 1992) (“Nonfederal defendants may be enjoined” where

1 752, 757 (2004).

2 NEPA review requires a hard look at the environmental consequences before acting. *Ctr. for*
3 *Biological Diversity v. U.S. Bureau of Land Mgmt.*, 141 F.4th 976, 993 (9th Cir. 2025). Before
4 committing to the federal action, agencies must analyze the environmental impacts, feasible
5 mitigations, and lesser-impact alternatives to a proposed action in an EIS or EA and make the
6 document publicly available for review and comment. 42 U.S.C. §§ 4336(b), 4332(C); *Sakr v. City*
7 *of Portland*, 821 F. Supp. 3d 1237, 1260 (D. Or. 2026) (holding that agencies’ obligation to study,
8 develop, and describe appropriate alternatives applies under 42 U.S.C. § 4332(H) “regardless of
9 whether an agency is preparing an EIS or an EA”). Defendants apparently concluded that the
10 Project was covered by a categorical exclusion for the reuse of existing facilities, which by its terms
11 is plainly inapplicable to the Project. They thus satisfied none of their obligations under NEPA, in
12 violation of the APA.

13 **1. Defendants’ Decision Is a Major Federal Action.**

14 NEPA defines “major Federal action” as an action that is “subject to substantial federal
15 control and responsibility.” 42 U.S.C. § 4336e(10)(A). Substantial federal control is evident from
16 the nature of the federal funds and the degree of federal control. *See Rattlesnake Coal. v. EPA*, 509
17 F.3d 1095, 1101 (9th Cir. 2007). Likewise, federal agency action is final when it reflects “the
18 consummation of the agency’s decisionmaking process” and is “one by which rights or obligations
19 have been determined, or from which legal consequences will flow.” *U.S. Army Corps of Eng’rs v.*
20 *Hawkes Co.*, 578 U.S. 590, 597 (2016) (citation modified). Based on those factors, Defendants’
21 action easily clears this threshold.

22 The Project readily qualifies as a major federal action. At all times, from GSA’s
23 presolicitation through the start of demolition, Defendants have dictated and maintained control of
24 the financing, design, development, and construction of the Project. The federal government is
25 funding the Project in its entirety, including an expenditure of at least \$19.5 million, and up to \$26.5
26 million, on the lease. *See* Murillo Decl. Exs. L, M. The solicitation, lease, purchase orders, and site

27
28 federal and nonfederal participation in a project is “sufficiently interrelated to constitute a single
federal action for NEPA purposes”).

1 plans further make clear that GSA, DHS, and ICE are directly procuring services and specifying the
2 details of property development. *See* Tsang Decl. Ex. 1 (lease); Murillo Decl. Exs. L–M (solicitation
3 and award notice); Haghghi Decl. Ex. A (site plans); RJN Ex. 7 (purchase order). Here, the
4 exclusive federal funding and, at minimum, substantial federal control render the Project a major
5 federal action. *See Rattlesnake*, 509 F.3d at 1101.

6 This action became final when GSA awarded the solicitation and entered into the lease with
7 ECG 6. *See, e.g., Hamrick v. GSA*, 107 F. Supp. 3d 910, 926 (C.D. Ill. 2015) (finding the GSA’s
8 entrance into a contract with a private entity to be a major federal action). Moreover, Defendants’
9 ongoing demolition and construction demonstrates that the Project has moved *past* final approval
10 and into implementation. *See* Murillo Decl. ¶¶ 9–28; *see also Citizens Advisory Comm. on Priv.*
11 *Prisons, Inc. v. USDOJ*, 197 F. Supp. 2d 226, 242 (W.D. Pa. 2001), *aff’d*, 33 F. App’x 36 (3d Cir.
12 2002) (concluding that an agency violated NEPA when it awarded a contract to a private entity and
13 allowed construction on the project to proceed without first conducting environmental review).

14 **2. Defendants’ Decision Will Have Reasonably Foreseeable Significant**
15 **Environmental Impacts That Defendants Should Have Studied and**
16 **Disclosed in an EIS or EA.**

17 NEPA requires federal agencies to prepare an EIS if the proposed project raises “substantial
18 questions” as to whether a project “*may* cause significant degradation of some human environmental
19 factor.” *Ocean Advocates v. U.S. Army Corps of Eng’rs*, 402 F.3d 846, 864–65 (9th Cir. 2005).
20 This requirement “presents a ‘low standard’ that is permissive for environmental challenge,” and
21 accordingly, “plaintiffs need not prove that significant environmental effects *will* occur.” *Envtl. Def.*
22 *Ctr.*, 36 F.4th at 879–80. The standard reflects the fact that without an EIS “there may be little if any
23 information about prospective environmental harms and potential mitigating measures.” *Winter*, 555
24 U.S. at 23. When it is uncertain whether a proposed action will have a significant impact on the
25 environment, federal agencies may prepare an EA that provides sufficient evidence and analysis for
26 the agency to determine whether a more detailed EIS is necessary or a finding of no significant
27 impact is justified. 42 U.S.C. § 4336(b)(2); *Envtl. Def. Ctr.*, 36 F.4th at 872.

28 Defendants failed to comply with these requirements, preparing neither an EA nor an EIS for

1 the Project. Defendants’ failure to produce an EIS and to communicate transparently with Plaintiffs
2 or the public also violated NEPA’s requirement that the EIS and “the comments and views of the
3 appropriate Federal, State, and local agencies” be made available to “the public.” *See* 42 U.S.C.
4 § 4332(C); *see also League of Wilderness Defs./Blue Mtns. Biodiversity Project v. Connaughton*,
5 752 F.3d 755, 761 (9th Cir. 2014) (“Informed public participation in reviewing environmental
6 impacts is essential to the proper functioning of NEPA.”).

7 Because Defendants have proceeded under a shroud of secrecy, they have made it impossible
8 for Plaintiffs to fully assess the scope of potential impacts. Nevertheless, even with the limited
9 record available to Plaintiffs, the evidence shows a number of potentially significant impacts of the
10 Project that are not only reasonably foreseeable but likely to occur, as described below.

11 Defendants’ decision to develop an immigration enforcement and holding facility without
12 conducting the environmental review that NEPA requires is likely dangerous in light of hazardous
13 materials on the Holsclaw Property. Pierce Decl. ¶¶ 8–28 & Exs. A–C; Balliet Decl. ¶¶ 8–9, 12.
14 Over the course of nearly 30 years, the property’s use for agricultural research involved the
15 handling, use, and releases of highly toxic hazardous materials for which there is no record of
16 adequate closure or remediation. Pierce Decl. ¶¶ 11, 21, 23. Proceeding with demolition and
17 construction work without a full evaluation of the associated impacts significantly heightens the risk
18 of releasing additional contaminants into the surrounding environment, including surface waters,
19 groundwater, and neighboring agricultural properties. Pierce Decl. ¶ 28. Given Defendants’
20 apparent failure to consider, study, and mitigate on-site hazardous wastes, no mitigation measures
21 were taken, likely endangering the health and safety of construction workers and eventual staff and
22 detainees from exposure to hazardous substances during the Project’s demolition, construction, and
23 operation. Balliet Decl. ¶¶ 11–12; Pierce Decl. ¶ 28.

24 The Project also threatens numerous protected species with habitat in the Holsclaw
25 Property’s immediate vicinity, including many that are listed as threatened or endangered under the
26 federal and state Endangered Species Acts. Hamilton Decl. ¶ 6; Yap Decl. ¶ 9; Chappell Decl. ¶ 13.
27 Llagas Creek, which abuts the Holsclaw Property, is designated as critical habitat for the federally
28 threatened South-Central California Coast steelhead, which means it is essential to the conservation

1 of that species. Hamilton Decl. ¶ 4; *see* 16 U.S.C. § 1532(5)(A). The least Bell’s vireo is federally
2 and state listed as endangered, and the northwestern pond turtle is considered globally imperiled,
3 which means it is at high risk of extinction. Chappell Decl. ¶ 13(b), (d). Both species depend on
4 aquatic habitats. Hamilton Decl. ¶ 9(a). These and more than a dozen other special status species
5 that may be present in the Project area could be harmed by water contamination, increased noise,
6 increased traffic, release of hazardous materials, degradation of water quality in Llagas Creek and
7 adjacent aquatic habitats, and light pollution. Chappell Decl. ¶¶ 13–14; Hamilton Decl. ¶¶ 9–11;
8 Yap Decl. ¶¶ 4–12.

9 Further still, the Project’s substantially more intensive use of the Holsclaw Property will
10 overburden the existing onsite septic system, risking contamination of the site and surrounding areas.
11 Haghghi Decl. ¶¶ 7–12. Even housing just six detainees 24 hours per day on the site would
12 overwhelm the existing septic system, which was sized for a modest daytime office use more than
13 three decades ago. Haghghi Decl. ¶ 11. County wastewater experts estimate that use of the facility
14 by 150 detainees would require managing a peak daily wastewater flow of 15,000 gallons per day or
15 more, which is more than *24 times* the design flow for which the existing main septic system was
16 permitted in 1993. *Id.* ¶¶ 7, 10–11. Shockingly, the Project site plans do not indicate any expansion
17 of the existing septic system and instead suggest the Project will connect to a nonexistent sewer line.
18 *Id.* ¶ 17. The Project site plans also contemplate a new parking area that would pave over a portion
19 of the main septic system dispersal field that is critical to ensuring the treatment and decomposition
20 of effluent from the septic system. *Id.* Paving over the dispersal field causes soil compaction, which
21 threatens to compromise the field’s decomposition function and its piping system. *Id.* The paving
22 design also appears to remove inspection risers from the dispersal field, which are essential to
23 monitor and manage water levels in the dispersal field. *Id.* ¶ 18. If the dispersal field cannot absorb
24 waste, effluent can migrate into the groundwater where it can contaminate drinking water wells with
25 nitrates, coliform bacteria, and other harmful constituents. *Id.* ¶ 12. This is a particularly serious
26 hazard in this rural area dependent on groundwater wells to provide potable water. *Id.* Overflow
27 can also reach nearby surface waters such as streams, wetlands, or ponds, contributing nutrients that
28 cause harmful algal blooms, oxygen depletion, and the death of aquatic life. *Id.* This could affect

1 Llagas Creek and adjacent aquatic habitats, harming the aquatic and riparian species that depend on
2 those habitats. Hamilton Decl. ¶ 9(a). All of these risks are compounded by the fact that the Project
3 is located in a high-risk flood hazard area; flood events can inundate the septic system and cause
4 direct discharge of sewage into floodwaters. Haghghi Decl. ¶ 13.

5 **3. Defendants Improperly Relied on an Inapplicable Categorical Exclusion.**

6 Defendants' attempt to excuse their noncompliance with NEPA by relying on a categorical
7 exclusion that, on its face, does not apply to the Project was improper. Categorical exclusions are
8 designated by federal agencies for "actions that . . . normally do[] not significantly affect the quality
9 of the human environment within the meaning of [NEPA]." 42 U.S.C. § 4336e(1).

10 GSA relied on an exclusion that covers only "[a]cquisition of space within an existing
11 structure, either by purchase or lease, where no change in the general type of use and only minimal
12 change from previous occupancy level is proposed." Murillo Decl. Ex. U; *see* RJN Ex. 4 (GSA, *PBS*
13 *National Environmental Policy Act Desk Guide* (Oct. 1999) ("Desk Guide") § 5.3(b)). By its plain
14 terms, this exclusion cannot apply here.

15 First, the Project involves far more than mere acquisition of space within an existing
16 structure. The plans show demolition of existing structures, complete reconstruction of the interior
17 of the main building, and new external paving and construction, including a Sally Port. Haghghi
18 Decl. Ex. A at PDF 18, 20, 22. Second, the Project involves a change in the general type of use from
19 the preexisting agricultural use to an immigration enforcement and holding facility. Gutierrez Decl.
20 Ex. B (use permit). Finally, it involves more than only "minimal" change from the previous
21 occupancy level. The prior use involved about 40 daytime employees, Haghghi Decl. ¶ 7, whereas
22 the new use includes housing up to 150 detainees, 24 hours per day, and approximately 60
23 employees, *Id.* Ex. A at PDF 11 (showing 60 parking spaces), 39 (showing dimensions of holding
24 rooms); RJN Ex. 5 (Design Guide), at 5-140 to 5-145 (ICE design guidelines describing holding cell
25 features and minimum area per detainee). Indeed, the increased intensity of the Project is so
26 significant that it is expected to generate wastewater usage at least 24 times that of the site's prior
27 use. *Id.* ¶ 11. Each of these factors is an independent bar on the use of the Section 5.3(b) categorical
28 exclusion for this Project.

1 * * *

2 Defendants' failure to perform the required NEPA review prior to making a final decision to
3 undertake a major federal action constitutes final agency action that is arbitrary, capricious, and not
4 in accordance with law, in violation of the APA. Plaintiffs are therefore likely to succeed on the
5 merits of their NEPA and APA claims.

6 **B. Defendants' Actions Violate the ICA.**

7 The ICA requires that federal agencies, "[t]o the extent possible," consider "all national,
8 regional, State, and local viewpoints . . . in planning development programs and projects of the
9 United States Government." 31 U.S.C. § 6506(c). The ICA "constitut[es] a meaningful national
10 recognition" from Congress "that the objectives of state and local governments and their planning
11 agencies . . . be incorporated into the federal decisionmaking process." *City of Rochester*, 541 F.2d
12 at 975. Agency contacts with local government entities will be deemed insufficient where those
13 contacts fail to "indicate that the [agency] did anything to promote the purposes of, or to comply
14 with the language of, the ICA," which establish that federal agencies must consider local views "for
15 the purposes of 'plan formulation, evaluation, and review'" to comply with the ICA. *Id.* at 976. The
16 ICA, like NEPA, also imposes "an affirmative obligation" on federal agencies "to develop a
17 reviewable record" that includes an explanation of any "decision to act in disharmony with local
18 planning objectives, so that a reviewing court can determine whether the agency has acted arbitrarily
19 or capriciously in claiming it has fully considered, but rejected, local planning objectives." *Id.* The
20 ICA is enforceable via the APA. *See id.* (discussing agency's "affirmative obligation to develop a
21 reviewable record" under the ICA so that a "reviewing court can determine whether the agency has
22 acted arbitrarily or capriciously").

23 Executive Order (EO) 12372 implements these directives and requires "Federal agencies" to
24 "provide opportunities for consultation by elected officials of those State and local governments . . .
25 that would be directly affected by . . . direct Federal development." *Intergovernmental Review of*
26 *Federal Programs*, 47 Fed. Reg. 30,959 (July 14, 1982). EO 12372 also directs federal agencies to
27 "[u]tilize the State process to determine official views of State and local elected officials" and to
28 "[c]ommunicate with State and local elected officials as early in the program planning cycle as is

1 reasonably feasible to *explain specific plans and actions.*” *Id.* (emphasis added).

2 Defendants failed to consult—let alone solicit and consider the views of—Plaintiffs or other
3 local and regional entities prior to undertaking the Project, in plain violation of the ICA.
4 Defendants’ Project is a “development . . . project[] of the United States Government.” 31 U.S.C. §
5 6506(c). Case law makes clear that federal development projects encompass the construction or
6 renovation of buildings that federal agencies operate. *See, e.g., City of Rochester*, 541 F.2d at 970,
7 974 (“construction” of a federal agency facility is a “development project”); *see also Azzolina v.*
8 *USPS*, 602 F. Supp. 859, 863–64 (D.N.J. 1985) (applying the ICA to siting and constructing new
9 post office). And Plaintiffs are among the government entities “directly affected by . . . direct
10 Federal development,” given Plaintiffs’ interests and responsibilities in analyzing and permitting
11 activities on and around the property and in protecting its agricultural resources. *See* EO 12372, 47
12 Fed. Reg. 30,959; *see also* Read Decl. ¶¶ 2, 7; Tsang Decl. ¶¶ 2–3; Gutierrez Decl. ¶¶ 6–7.

13 Defendants’ past compliance with these requirements demonstrates consultation with state
14 and local entities is certainly “possible” and thus required by the ICA. 31 U.S.C. § 6506(c). For
15 example, prior to establishing a detention facility in Merrimack, New Hampshire, DHS provided
16 site-specific documentation to Governor Kelly Ayotte and met with state officials to discuss the
17 project and the concerns of the state, the Town of Merrimack, and community members. *See* RJN
18 Exs. 10, 11. And prior to purchasing a warehouse in Maryland to construct a detention facility, DHS
19 sent site-specific plans to multiple parties, including state and local planning officials. *Maryland v.*
20 *Mullin*, No. CV 26-733-BAH, 2026 WL 1045503, at *8 (D. Md. Apr. 17, 2026). Defendants took no
21 such action for the Project.

22 Here, by contrast, a representative of Elmwood (which is itself an affiliate of the private
23 property owner—not DHS or GSA) merely inquired with County planning staff about what uses
24 would hypothetically be allowed on the Holsclaw Property were it to be leased to the federal
25 government. Gutierrez Decl. ¶ 9. After the County’s request for more information, that
26 representative forwarded a one-paragraph letter from GSA indicating that “[t]his lease will require
27 construction work to be performed at the property” and asserting that “the property should receive
28 any exemptions, immunities or other flexibility available for such Federal Government uses under

1 local zoning, planning and permitting regulations,” in a plain attempt to shut the door to input on the
2 Project. *Id.* ¶¶ 10–11, Ex. C. The Project also conflicts with the County’s General Plan, which is
3 the official document that sets forth the County’s planning objectives, and Defendants made no
4 attempt to avoid that conflict. And although ECG 6 must obtain a Public Water System permit from
5 the State Water Board, it has not provided sufficient information for the Board to evaluate the
6 application, including information about how the Holsclaw Property is to be used. Tsang Decl. ¶¶
7 5–6. Defendants never sought Plaintiffs’ viewpoints, let alone considered and incorporated them
8 into the federal decision-making process, as required by the ICA. *See* 31 U.S.C. § 6506(c); *see also*
9 *City of Rochester*, 541 F.2d at 976. Nor have Defendants produced the required “reviewable record”
10 to explain their decision to advance a project that undermines local and state planning objectives to
11 preserve agricultural uses at the site. *Id.* at 976.

12 No Defendant disclosed to Plaintiffs that the federal government would use the Holsclaw
13 Property to convert an agriculture-supporting facility into an immigration enforcement and holding
14 facility. No Defendant shared any site plans with Plaintiffs or provided them with any additional
15 details about the Project. Finally, no Defendant provided any information to LCI as the agency
16 designated by the State to collect information about the federal government’s planned use of the
17 Holsclaw Property. Read Decl. ¶ 5. In fact, Defendants refused to even acknowledge the facility
18 publicly until equivocating to the press in early June 2026 that “[t]he new Gilroy office will enable
19 ICE to support local operations and enhance coordination with regional partners to ensure the
20 enforcement of federal immigration laws at the operating standards of other offices nationwide,” and
21 expressing a commitment to “work with community leaders” and “be good partners.” Haghghi
22 Decl. Ex. A at PDF 4. Yet no Defendant has since contacted Plaintiffs.

23 The ICA does not tolerate bulldozing over State and local interests, figuratively and, in this
24 case, literally. Courts have found federal consultation wanting in circumstances with *far* more
25 intergovernmental outreach. In *City of Rochester*, for example, the federal government failed to
26 meet this bar even after several different federal personnel visited three towns and met with multiple
27 local officials about the project in question, including a mayor, a county manager, a city manager,
28 staff in a city assessor’s office and a town assessor’s office. 541 F.2d at 976. Here, Defendants did

1 not meet with *any* representative of either Plaintiff and have *not at all* considered any viewpoints
 2 other than Defendants’ own, much less documented any such consideration.

3 Had Defendants complied with the ICA here—in particular by providing advance notice of
 4 and information regarding the Project—the parties could have worked together to assess potential
 5 environmental, human health, and economic impacts, and discussed mitigation options for
 6 minimizing those impacts, as the ICA demands. *See, e.g., City of Waltham v. USPS*, 11 F.3d 235,
 7 244 (1st Cir. 1993) (discussing a federal agency’s mitigation efforts in ICA coordination); *see also*
 8 *Azzolina*, 602 F. Supp. at 863–64 (indicating that compliance with the ICA allowed parties to pause
 9 construction and consider alternatives for six months); *Vill. of Palatine v. USPS*, 756 F. Supp. 1079,
 10 1091–92 (N.D. Ill. 1991) (detailing extensive iterative discussions between federal and local officials
 11 over a U.S. Postal Service project). But not only did Defendants fail to consult, they affirmatively
 12 masked their intended use of the Holsclaw Property, refused to acknowledge their plans for the
 13 facility until the media presented Defendants with their own construction plans, and worst of all,
 14 failed to take advantage of valuable state, local, and community input about the construction and
 15 operation of the federal Project.

16 Defendants’ failure therefore violates the ICA and renders its action arbitrary, capricious, and
 17 an abuse of discretion, in violation of the APA. Plaintiffs are therefore likely to succeed on the
 18 merits of these claims.

19 **II. Defendants’ Actions Are Causing Plaintiffs Imminent and Irreparable Harm.**

20 Plaintiffs must “demonstrate that irreparable injury is likely in the absence of an injunction.”
 21 *Winter*, 555 U.S. at 22.⁴ “The analysis focuses on irreparability, ‘irrespective of the magnitude of

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 24 ⁴ Plaintiffs’ showing of irreparable harm also establishes their Article III standing. *See Shell*
 25 *Offshore, Inc. v. Greenpeace, Inc.*, 709 F.3d 1281, 1286–87 (9th Cir. 2013). In any case, a local
 26 government has standing to protect its “proprietary interests,” which include “its ability to enforce
 27 land-use and health regulations,” its “interest in protecting its natural resources from harm,” and its
 28 “powers of revenue collection and taxation.” *City of Sausalito v. O’Neill*, 386 F.3d 1186, 1198 (9th
 Cir. 2004). A state has standing to vindicate its proprietary, financial, sovereign, and quasi-
 sovereign interests, among others. *Massachusetts v. EPA*, 549 U.S. 497, 518–19 (2007).
 Defendants’ actions pose a reasonable probability of harm to these interests. *Env’tl. Prot. Info. Ctr. v.*
Van Atta, 692 F. Supp. 3d 879, 892–93 (N.D. Cal. 2023). These injuries are fairly traceable to
 Defendants’ demolition and construction activities because those activities would have the “direct”
 environmental impacts discussed here. *Id.* at 893. And Plaintiffs’ injuries are redressable because

1 the injury.” *California v. Azar*, 911 F.3d 558, 581 (9th Cir. 2018) (quoting *Simula, Inc. v. Autoliv,*
 2 *Inc.*, 175 F.3d 716, 725 (9th Cir. 1999)). An irreparable harm is a “harm for which there is no
 3 adequate legal remedy, such as an award of damages.” *Ariz. Dream Act Coal. v. Brewer*, 757 F.3d
 4 1053, 1068 (9th Cir. 2014). “Environmental injury, by its nature, can seldom be adequately
 5 remedied by money damages and is often permanent or at least of long duration, *i.e.*, irreparable.”
 6 *Amoco Prod. Co. v. Vill. of Gambell, Alaska*, 480 U.S. 531, 545 (1987). “Plaintiffs [meet] their
 7 burden to establish a likelihood of irreparable harm by showing that [the federal action] will have
 8 some environmental impacts, even if the extent of those impacts are not fully known.” *Brady*
 9 *Campaign to Prevent Gun Violence v. Salazar*, 612 F. Supp. 2d 1, 25 (D.D.C. 2009).

10 Defendants’ decision to proceed with the Project without review or consultation poses urgent
 11 and irreparable environmental harm in several areas, including: (1) mishandling and release of
 12 hazardous materials, (2) paving over necessary components of the wastewater treatment system, and
 13 (3) harming sensitive species protected under both California and federal law. These consequences
 14 are immediately impending because Defendants are actively conducting demolition and construction
 15 on the property. And beyond this physical harm, Plaintiffs are suffering the procedural harm caused
 16 by Defendants’ decision to begin construction without conducting environmental analysis and
 17 without Plaintiffs’ viewpoints or notice—contrary to the purpose of NEPA and the ICA. *See Ctr. for*
 18 *Biological Diversity*, 141 F.4th at 993 (NEPA’s procedural requirements mandate “hard look” at
 19 environmental consequences); *Los Padres Forestwatch v. U.S. Forest Serv.*, 776 F. Supp. 2d 1042,
 20 1051 (N.D. Cal. 2011) (finding NEPA violation resulted in both procedural and substantive injury);
 21 *W. Watersheds Project v. Bernhardt*, 391 F. Supp. 3d 1002, 1022–23 (D. Or. 2019)(courts generally
 22 find irreparable harm where procedural violation is combined with showing of environmental
 23 injury).

24 ***Hazardous Materials.*** Defendants’ ongoing demolition and construction create serious risks
 25 of mishandling and releasing hazardous materials. Despite the longstanding use of hazardous
 26 materials onsite, the property never underwent the required “closure” process to assess the remaining
 27

28 requiring Defendants to follow the proper procedures under NEPA and the ICA “*could result in a*
 different decision.” *Id.* at 894.

1 storage of hazardous materials at the property; identify existing contaminants in the buildings, soil,
2 and septic system; and remediate hazardous waste before construction could begin. Pierce Decl. ¶¶
3 21, 23. In prior visits, County inspectors already verified industrial discharges to the Holsclaw
4 Property’s septic systems have occurred, including multiple toxic substances. Balliet Decl. ¶ 7.
5 Because the septic system discharges to a dispersal field that is located near Llagas Creek, disturbing
6 the system through demolition and construction increases the risk that contaminants will migrate to
7 soil, groundwater, or surface water. *Id.* ¶ 11; Haghghi Decl. ¶¶ 12, 13. These contaminants will
8 endanger not just construction workers today, but those who will use water from the onsite
9 groundwater wells tomorrow. Balliet Decl. ¶¶ 11–12; Haghghi Decl. ¶ 12. Defendants’ extensive
10 demolition and construction and the entirely new and more intensive use of the site will severely
11 aggravate the environmental and public health risks associated with the known and likely presence
12 of hazardous materials on the property. Balliet Decl. ¶¶ 11–12. Without Defendants observing the
13 proper NEPA and ICA procedures, it is impossible to know whether and how they are mitigating the
14 risk of releasing and dispersing hazardous materials.

15 Furthermore, the potential for demolition and construction activities to release contaminants
16 into the environment is greatly exacerbated because the Holsclaw Property is within a designated
17 Special Flood Hazard Area. In a flood event, floodwaters can spread contaminants into drinking
18 water sources and surface waters. Haghghi Decl. ¶ 13. The National Oceanic and Atmospheric
19 Administration (NOAA) has found a 63 percent chance of a “very strong” El Niño weather pattern
20 this fall, which increases the likelihood of flooding at the Holsclaw Property. RJN Ex. 8 at PDF 25.

21 **Wastewater.** Proceeding with construction of a much more intensive use, particularly paving
22 over the septic system’s dispersal field, causes an imminent threat of harm to County and State
23 resources and public health due to the risk of septic overflow and resulting contamination of the
24 surrounding environment, and surface and groundwater. Haghghi Decl. ¶ 17. The site plans
25 include a notation to connect to an existing sewer line, which is to be “V.I.F.,” or verified in the
26 field, but no such sewer line exists on or anywhere near the Holsclaw Property. *Id.* The plans also
27 reference a “sanitary/septic waste management” location, which will be “determined during
28 construction.” *Id.* By leaving critical waste management infrastructure for later determination,

1 Defendants have put the cart before the horse. Not only is there no sewer main connection available
2 at the Holsclaw Property, but the septic system serving the main building is only designed to handle
3 up to 600 gallons of wastewater per day, because it was sized for a daytime workforce of 40. *Id.* ¶ 7.
4 Based on estimates of detainee population and wastewater use, the septic tank would need to handle
5 a peak daily wastewater flow of 15,000 or more gallons per day to accommodate an around-the-
6 clock detainee population of up to 150, which is 24 times the design capacity of the existing septic
7 tank. *Id.* ¶¶ 9–11. And Defendants’ plan to pave over the dispersal field of the main existing septic
8 system could substantially compromise the system’s function. *Id.* ¶ 17.

9 The only options for Defendants to potentially address the wastewater problem that they have
10 ignored would greatly increase the scope of construction and promise their own significant
11 environmental impacts. Defendants could try to design and build a sewer main connection, which
12 would require excavation work for miles across County roads, critical habitats, farmland, and private
13 property, or they could try to construct a much bigger on-site septic system and create two more
14 dispersal fields of at least 6,000 linear feet each—a figure that is 12 times the length of each existing
15 500-linear-foot dispersal field. Haghghi Decl. ¶ 11. The Holsclaw Property, in all likelihood,
16 cannot accommodate these expansions. *Id.* As discussed above, reliance on the existing on-site
17 septic system without any changes will cause serious impacts to public health, safety, and the
18 environment from an overwhelmed septic system. *Id.* ¶¶ 12–13. Therefore, the Court must enjoin
19 construction to avoid the harm that will inevitably result if Defendants’ ill-conceived design is
20 implemented. *Save the Yaak Comm. v. Block*, 840 F.2d 714, 722 (9th Cir. 1988) (enjoining further
21 reconstruction where the risk of environmental injury is sufficiently likely), *implied overruling on*
22 *other grounds recognized by Cascadia Wildlands v. Scott Timber Co.*, 105 F.4th 1144, 1150–53 (9th
23 Cir. 2024).

24 ***Sensitive Species.*** Demolition and construction activities on the Holsclaw Property are likely
25 to disturb structures, soils, and septic components that are known to be contaminated with hazardous
26 substances, potentially releasing those substances into the environment, which could then migrate
27 into groundwater or be transported by stormwater runoff into nearby surface waters such as Llagas
28 Creek and adjacent aquatic habitats. Pierce Decl. ¶¶ 25, 28; Hamilton Decl. ¶ 9(a). These known

1 contaminants include thiram, a fungicide that is highly toxic to aquatic life. Pierce Decl. ¶¶ 14, 15;
2 Hamilton Decl. ¶ 9(a); Yap Decl. ¶ 19. The release of these substances would degrade water quality
3 in Llagas Creek—critical habitat for South-Central California Coast steelhead—as well as adjacent
4 aquatic habitats. Hamilton Decl. ¶¶ 4, 9(a). This would likely harm the threatened steelhead and
5 other aquatic and riparian species that depend on those habitats, including Monterey hitch, California
6 tiger salamander, California red-legged frog, northwestern pond turtle, least Bell’s vireo, tricolored
7 blackbird, and white-tailed kite. Hamilton Decl. ¶ 9(a); Yap Decl. ¶¶ 20, 27. Construction could
8 also lead to increased noise levels and traffic and light pollution, all of which could have significant
9 adverse effects on special status species. Hamilton Decl. ¶ 9(b)–(d); Yap Decl. ¶¶ 26–35; Chappell
10 Decl. ¶ 13(a)–(i). The potential for construction activities to release contaminants into the
11 environment is greatly exacerbated here because the Holsclaw Property is within a designated
12 Special Flood Hazard Area. In a flood event, floodwaters can spread contaminants into drinking
13 water sources and surface waters. Haghghi Decl. ¶ 13.

14 None of these harms can be rectified after trial, especially as Defendants are proceeding at
15 this very moment without any regard for environmental impact or intergovernmental consultation.
16 The district court in *Mullin* issued a preliminary injunction even though construction there had not
17 yet started. *Mullin*, 2026 WL 1045503 at *17, *33 (“[T]here is no better time for Plaintiffs to raise
18 NEPA compliance than [when] Defendants are ready and able to commence the transformation of [a
19 facility] into a detention center at any moment.”). Here, Defendants have already begun
20 construction and must be enjoined before it is too late. *League of Wilderness Defs./Blue Mtns.*
21 *Biodiversity Project*, 752 F.3d at 764 (concluding that the destruction of natural resources “cannot be
22 remedied easily if at all,” rendering such harm “irreparable for the purposes of the preliminary
23 injunction analysis”).

24 **III. The Balance of the Equities and the Public Interest Favor a Preliminary Injunction.**

25 The irreparable harm to Plaintiffs from denying the requested preliminary injunction
26 outweighs any harm to Defendants from the limited delay resulting from the injunction for three
27 reasons. See *Int’l Jensen, Inc. v. Metrosound U.S.A., Inc.*, 4 F.3d 819, 827 (9th Cir. 1993). First,
28 Plaintiffs’ high likelihood of success on the merits strongly indicates that a preliminary injunction

1 would serve the public interest. *See League of Women Voters of U.S. v. Newby*, 838 F.3d 1, 12 (D.C.
 2 Cir. 2016). There is a “substantial public interest in having governmental agencies abide by the
 3 federal laws that govern their existence and operations.” *Id.* (citation modified).

4 Second, the public interest also favors a preliminary injunction because, lacking an
 5 injunction, Plaintiffs would face the immediate serious and irreparable consequences detailed
 6 above—harms for which there is no adequate remedy at law if they are allowed to continue and the
 7 Court later finds Defendants’ actions to be illegal. *See All. for the Wild Rockies v. Cottrell*, 632 F.3d
 8 1127, 1138 (9th Cir. 2011) (“This court has also recognized the public interest in careful
 9 consideration of environmental impacts before major federal projects go forward, and we have held
 10 that suspending such projects until that consideration occurs ‘comports with the public interest.’”);
 11 *see also Env’tl. Prot. Info. Ctr. v. Carlson*, 968 F.3d 985, 992 (9th Cir. 2020) (“The public interest is
 12 served by requiring [an agency] to comply with the law.”).

13 Third, on the other side of the ledger, Plaintiffs’ proposed injunction would pose little risk to
 14 the Defendants’ interests. The proposed injunction is limited and targets only the single Project at
 15 issue. It reasonably requests that Defendants maintain the status quo on the Holsclaw Property until
 16 they comply with their obligations under federal law, as determined by this Court. Temporarily
 17 halting construction would not bar the Project from ever being built, nor harm Defendants’ ability to
 18 continue to enforce federal immigration law, as the Project is not currently facilitating that purpose.

19 **CONCLUSION**

20 For the foregoing reasons, Plaintiffs respectfully ask the Court to enter their proposed
 21 injunction.

22 Dated: June 24, 2026

Respectfully submitted,

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