

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

GLOBAL HEALTH COUNCIL, *et al.*,

Plaintiffs,

v.

DONALD J. TRUMP, *et al.*,

Defendants.

Civil Action No. 25-cv-402 (AHA)

**EMERGENCY RENEWED MOTION TO ENFORCE
TEMPORARY RESTRAINING ORDER**

Plaintiffs respectfully renew their motion to enforce the temporary restraining order (ECF No. 29).¹ Plaintiffs do not make this request lightly. The Court has already granted the *AVAC* Plaintiffs' February 19, 2025 motion to enforce the TRO and ordered the parties to meet and confer and submit a joint status report on compliance on Wednesday, February 26. The Court has also indicated that it will rule promptly after the preliminary injunction hearing, which it is prepared to hold by March 4, 2025. But as a direct result of Defendants' persistent failure to abide by the Court's previous orders, the harms that Plaintiffs have been facing ever since the issuance of Executive Order 14,169 have only continued to escalate. Absent Defendants' immediate compliance, several Plaintiffs and their members now face the prospect of ceasing operations this week. Time truly is of the essence. Plaintiffs are thus left with no choice but to seek relief from the Court now.

On Thursday, February 20, Plaintiffs moved to enforce the TRO and asked the Court to order "the immediate payment of all funds owed and due to Plaintiffs and other USAID and State

¹ The parties have met and conferred pursuant to LCvR 7. Defendants oppose this motion.

Department implementing partners.” Mot. to Enforce at 1 (ECF No. 29); *see* Proposed Order (ECF No. 29-9). On Friday, February 21, the Court denied Plaintiffs’ motion “without prejudice as moot in light of the Court’s order yesterday [Thursday, February 20] that Defendants are to ‘immediately cease [the blanket suspension of funds] and to take all necessary steps to honor the terms of contracts, grants, cooperative agreements, loans, and other federal foreign assistance awards that were in existence as of January 19, 2025, including but not limited to disbursing all funds payable under those terms.’” Minute Order (Feb. 21, 2025).

All of the facts set forth in Plaintiffs’ February 20 motion to enforce remain true today. Rather than comply with the TRO, Defendants chose to take a series of new actions—including severely limiting access to the Phoenix system, funneling all payment approvals through a single person, terminating hundreds of critical personnel, and suddenly imposing new processes and procedures concerning payment “integrity” and “policy”—that have had the predictable effect of all but halting the disbursement of foreign-assistance funds. *See* Mot. to Enforce at 6–11. Notwithstanding the TRO and the Court’s subsequent orders on Thursday, Friday, and Saturday, Plaintiffs are still owed many millions of dollars on due and overdue invoices and reimbursement requests that were paused under the enjoined foreign-assistance funding freeze; they still lack access to Letter of Credit (LOC) facilities and other payment management systems for grants and assistance agreements; and their contracts and awards that were terminated pursuant to Executive Order 14,169 remain terminated today. *See id.* at 5–6.

As set forth in detail in the attached declarations, several Plaintiffs are facing new and mounting irreparable harms that threaten their very existence and which require emergency relief prior to the Court’s hearing on the preliminary injunction motion. *See* Declaration of Eric Bjornlund; Declaration of Zan Northrip; Declaration of Phillip Green; Declaration of Elisabeth Sigler.

Plaintiffs therefore respectfully request that the Court order Defendants to immediately comply with the TRO and the Court's order February 20, 2025 order, including by undertaking the following actions, within 48 hours:

- Pay all invoices and Letter of Credit drawdown requests on contracts for work completed prior to the entry of the Court's TRO;
- Permit and promptly pay Letter of Credit drawdown requests and requests for reimbursements on grants and assistance agreements;
- Take no actions to impede the prompt payment of appropriated foreign-assistance funds; and
- Take all necessary actions to ensure the prompt payment of appropriated foreign-assistance funds going forward.

The attached proposed order sets out this requested relief.

CONCLUSION

For the foregoing reasons, the Court should grant Plaintiffs' motion and enter the attached proposed order.

Dated: February 24, 2025

Respectfully submitted,

/s/ Stephen K. Wirth

William C. Perdue (D.C. Bar 995365)*
Sally L. Pei (D.C. Bar 1030194)
Samuel M. Witten (D.C. Bar 378008)
Stephen K. Wirth (D.C. Bar 1034038)
Dana Kagan McGinley (D.C. Bar 1781561)
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*application for admission pending

Counsel for Plaintiffs in Case No. 25-402

DECLARATION OF ERIC C. BJORNLUND

I, Eric C. Bjornlund, declare as follows:

1. I am President and CEO of Democracy International, Inc. (“Democracy International” or “DI”). I submit this declaration in support of Plaintiffs’ motion to enforce the Court’s temporary restraining order. The statements made in this declaration are based on my personal knowledge and my understanding of information made available to me pursuant to my duties at DI.

2. Democracy International is a U.S.-based small business headquartered in Bethesda, Maryland. DI is an international development consulting firm that supports active citizens, responsive governments, and engaged civil society and political organizations to achieve a more peaceful, democratic world. The company provides technical assistance, analytical services, and project implementation for democracy, human rights, governance, peace and resilience, youth empowerment, and other international development programs worldwide. By developing and using new knowledge, tools, and approaches, DI works to change people’s lives and improve the effectiveness and efficiency of development assistance.

3. Approximately 96 percent of Democracy International’s approximately \$41.7 million in revenues in 2024 came from prime cooperative agreements and contracts from USAID and an additional approximately 2 percent came indirectly from USAID through subawards and subcontracts, for a total of approximately 98 percent directly or indirectly from USAID.

4. Between January 24 and 27, 2025, DI received stop work orders for all of its USAID contracts and suspension notices for all of its USAID and State Department cooperative agreements. Between February 10 and 13, 2025, DI received purported termination notices for

11 contracts and cooperative agreements.

5. DI has not received any payments from USAID or the State Department since the TRO was issued in this case on February 13, 2025. DI has over \$3 million in invoices and draws submitted to USAID and the State Department for work completed prior to January 24, 2025.

6. Because DI's invoices and draws for work completed before receipt of stop work orders and suspension notices have not been paid, DI had to cease all operations as of January 31, 2025 (except for one program in Bangladesh which is not funded by USAID or the State Department). We furloughed 100 percent of our 95 U.S.-based home office employees and placed 209 of 219 employees (over 95 percent) in overseas offices on "administrative leave" without pay; in the absence of payments for past invoices and draws and for legitimate expenses associated with compliance with stop work/suspension orders or terminations, "administrative leave" without pay is equivalent to furloughs or layoffs. We cancelled all benefits, including health insurance, for employees and terminated all consultants.

7. If USAID does not pay invoices for contracts and permit draws for cooperative agreements by February 26 for reimbursement of expenses incurred before January 24 for duly authorized programs, the company, its owners, and some of its employees will be subject to serious legal jeopardy in the U.S. and in all the countries in which we work. Specifically, if we do not transfer funds to our 16 field-based programs by February 26 for payment of February salaries, benefits, and withholding taxes, they will be late, and we will be in violation of local labor laws in all or virtually all of those countries.

8. Some employees have retained lawyers and threatened lawsuits for failure to pay legally and/or contractually mandated salary, benefits, and taxes, as well as legally mandated termination and severance costs. For example, we have 17 staff members in Tunisia who have already formally notified us they will be seeking legal action against DI for violating local labor

law if such salaries, taxes, and other mandated benefits are not paid by Monday, March 3; to meet that deadline, we would have to transfer funds no later than this Thursday, February 27. Similarly, because we did not have funds to pay employees past January 31, we furloughed all of our U.S.-based employees, but if we do not pay by February 28 termination costs owed, such as for accrued leave and applicable withholding taxes, we will be in violation of U.S. labor laws.

9. In addition, if USAID does not pay invoices for contracts and permit draws for cooperative agreements by February 26 for reimbursement of expenses incurred before January 24 for duly authorized programs, we will default on numerous contracts with vendors around the world, including for services such as corporate insurance (e.g., Executive Risk/Management Liability Coverage, Cyber security, Business Travel Accident, Excess Liability) and legal services, leaving us without critical support and coverage for the extensive liability and numerous legal challenges stemming from the other harms detailed herein. If we receive payment by February 26, we would have time to transfer funds by the last day of the month, February 28, and so we would no longer be in default.

10. Also, if USAID does not pay invoices for contracts and permit draws for cooperative agreements by the end of the month for reimbursement of expenses incurred before January 24 for duly authorized programs, we will be in breach of the terms of our home office lease, which will trigger rights for the landlord to initiate eviction proceedings and leave us at risk of losing equipment, furniture, and other assets worth hundreds of thousands of dollars. If we receive payment in time for us to pay the rent by March 1, we will avoid being in default.

11. Because of these problems, the security of our overseas program leads (chiefs of party) and some senior staff in the countries in which we work is threatened. Unless we pay creditors, tax authorities, and others, by the end of the month, the company's ability to be legally registered and to operate in many of the countries in which we have operated is in serious

jeopardy. If overdue invoices are not paid immediately, critical relationships cannot be repaired.

12. Similarly, until USAID pays invoices for contracts and permits draws for cooperative agreements for reimbursement of expenses incurred before January 24 for duly authorized programs, we are unable to repatriate our expatriate staff members or ensure they have support for secure movements in countries where that is required; in several countries they have begun to receive threats from local vendors and other creditors, including from landlords, vehicle rental agencies, government officials, and others.

13. In Tunisia, for example, our senior staff/representatives are being threatened by vendors and other creditors with legal jeopardy or physical harm for failure to pay, but we believe that this risk will be substantially mitigated if we pay by the end of this month.

14. In the Kyrgyz Republic, our legal representatives have warned that we will be subject to their legal action and will lose our legal registration with the government if we do not pay within days.

15. We have not been able to pay any of our local legal counsel, which has meant we cannot get their advice and assistance in responding to threatened legal action by local employees, vendors, partners, government agencies, and others.

16. All of these risks are worsening by the day, which exposes DI to lawsuits, fines, and other local legal jeopardy as well as additional risk that our staff might suffer a security incident or medical emergency that DI would not be able to support financially or respond to with assistance from outside security firms.


17. Moreover, the freeze on payment has undermined the credibility of our staff and partners in their communities and with their stakeholders. It has caused them personally serious legal and financial problems and has put some in danger of arrest or reprisals due to their inextricable association with these USAID programs that are suddenly not keeping promises or

meeting their obligations. We believe, however, that we would be able to mitigate these risks if we pay overdue invoices and obligations by the end of the month rather than allow it to drag into another month.

18. Due to the additional harms detailed in this declaration, if the company is unable to make payments immediately for past-due expenses to employees, creditors, tax authorities, and others, its ability to continue in business is now at risk and it may have to seek bankruptcy protection in the U.S. and in other countries in which it operates.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 24, 2025, in Bethesda, Maryland.


Eric C. Bjornlund
President and CEO
Democracy International, Inc.

DECLARATION OF ZAN NORTHRIP

I, Zan Northrip, declare as follows:

1. I am the Executive Vice President for Development Consulting at DAI Global, LLC (DAI). I submit this declaration in support of a Motion to Enforce the Court's TRO. The statements made in this declaration are based on my personal knowledge and my understanding of information made available to me pursuant to my duties at DAI.
2. Since the Court's Temporary Restraining Order was first issued on February 13, 2025, DAI has not received any payments on its \$115 million in outstanding invoices to USAID. Over \$70 million of that amount is more than 30 days past due, and all the invoices for the remaining \$45 million are well past the 7-day review period in which a USAID staff member should have asked for clarification for any payments that did not seem proper, according to ADS 630.2.2.2. All of these invoices (details of which were provided to DOJ on February 24, 2025) are now due to DAI for work that preceded Secretary Rubio's ALDAC of January 24, 2025. Since January 24, DAI has also continued to incur costs necessary to ensure operational readiness for its portfolio of projects that USAID has placed on temporary stop-work orders (SWOs). In total, DAI is now providing up-front financing to the U.S. government of more than \$150 million.
3. Since February 13, the court has twice re-stated and re-emphasized its original TRO. Each time, DAI has been hopeful that USAID would begin to comply. While we have received a few liftings of previously issued SWOs, none of the 28 terminations that USAID previously put into effect on DAI projects has been rescinded, and in no case has any payment been made. USAID's communications have been sporadic and inconsistent, but no USAID official has been able to specify when or if payments would resume. To uphold our side of our contracts, we are required to continue spending money that USAID seems to be making no effort to reimburse.
4. As described in my Declaration of February 21, we have also been unable to obtain advance funding through the Letter of Credit drawdown system that USAID operates through HHS. While our payment requests are still statused as "payment processed" and "in transit," the expected

payment dates remain mysteriously set to January 24, 2026 – i.e., 11 months from today. We reached out to HHS to see how this could have happened. They initially replied that they had no information to share and said that DAI should “contact your grants manager or Management at USAID,” something that we have done repeatedly to no effect over the past month. In response to our follow-up questions, HHS stated at 3:21 pm today, February 24, 2025 that “USAID payments are still on Hold that is why the future date is there until we receive further guidance.” (see Attachment A)

5. Because USAID is still not paying its invoices or processing advance funding on cooperative agreements, DAI has had to take further actions since my original Declaration in this case. On Friday, February 14, we furloughed an additional 124 U.S.-based staff members. On the same day, nearly all of our remaining U.S. staff members were put on reduced hours, dropping them to between 1 and 4 working days per week. It should be noted that their pay for each of those working days had already been reduced by 20 percent two weeks earlier. What remains in the U.S. is a skeleton staff, focused on only the most essential corporate and project support functions. Other priorities, such as DAI’s ongoing implementation of a new ERP, have had to be set aside, despite the high additional cost of pausing that effort. More importantly, DAI’s staff and their families are suffering ongoing financial hardship that worsens with each passing day of reduced or no compensation.
6. This morning, approximately 36 hours after Judge Ali’s order of February 22nd, we received a new (29th) termination notice, for a project in Madagascar (see Attachment B), which uses language identical to the terminations that we received prior to the court’s original TRO. DAI also received notification today (see Attachment C) from the USAID mission in the Democratic Republic of Congo that “the TRO does not apply to the DRC Good Governance Activity (GGA). At this time, the award remains terminated and we are not in a position to open discussions to revert that.” The project USAID DRC referenced is one of the terminated awards that the court’s TRO specifically said must be reinstated to its operating status on January 19, 2025.

7. Besides being extremely disappointing from a rule-of-law perspective, termination notices actually exacerbate the cash shortage already caused by USAID's actions to implement the President's Executive Order by freezing disbursements. This might sound counterintuitive, but terminations trigger severance payments that are mandatory under local labor law, as well as numerous other costs associated with shutting down a project, such as the premature termination of leases, paying subcontractors for the completed portion of unfinished deliverables, and safeguarding and disposing of Government vehicles and equipment.
8. I have worked at DAI for nearly thirty years. Until the actions of the current administration, it has never been difficult to obtain financing for U.S. government receivables. The faith that the financial community has historically maintained in the actions and creditworthiness of the U.S. Government has allowed DAI to secure good commercial terms from the banks that fund its working capital requirements. This is no longer the case. Despite DAI's growing mountain of submitted invoices, DAI's existing consortium of four of the largest financial institutions in the U.S. and Europe is unwilling to extend DAI any further working capital, because they have lost confidence that the U.S. government can be counted upon to pay its legitimate bills under DAI's valid contracts and cooperative agreements.
9. With no payment forthcoming from USAID, and having tapped out our existing \$75 million working capital facility, DAI is in imminent danger of being forced to take actions that might be contrary to local labor laws in countries where we are implementing projects on USAID's behalf. In this context, it must be noted that because the projects are active, DAI is contractually required to keep staff even though we are not being paid to fund their salaries. If disbursements are not resumed before this Friday, 28 February, DAI may be forced to suspend thousands of its project staff members without pay, an action that puts DAI at risk of facing numerous employment legal claims and could expose us to significant fines and tax penalties, further exacerbating the harm that USAID's actions have already caused. DAI is also being threatened with legal action by several vendors, whom we are already late paying.

10. Additionally, just to remain operating, DAI is being forced to negotiate a supplemental debt facility with a non-bank lender that specializes in distressed situations, and which we would never be considering absent the Government's continuing actions to implement the President's Executive Order – despite those actions having already been enjoined three times by the court. In the absence of relief, we will need to sign a commitment letter by Wednesday, February 26, which will include a costly break fee. None of this would be necessary if the Government were actually complying with the TRO.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 24, 2025, in Bethesda, Maryland



Zan Northrip
Executive Vice President
DAI Global, LLC

ATTACHMENT A

From: Hughes, Vivian (OS/ASA/PSC/FMP) <Vivian.Hughes@psc.hhs.gov>
Date: Monday, February 24, 2025 at 3:21 PM
To: Tony Bichelmeyer <Tony_Bichelmeyer@dai.com>
Cc: Kent Piper <Kent_Piper@dai.com>, Mirna Tercero <Mirna_Tercero@dai.com>, Jarrid Dekovitch <Jarrid_Dekovitch@dai.com>, Mitchell, Regenia (OS/ASA/PSC/FMP) <Regenia.Mitchell@psc.hhs.gov>, Bulluck, Keishay (OS/ASA/PSC/FMP) <Keishay.Bulluck@psc.hhs.gov>
Subject: RE: [EXTERNAL] RE: Status of drawdowns (17D8P)?

USAID payments are still on Hold that is why that future date is there until we receive further guidance. Thanks.

From: Tony Bichelmeyer <Tony_Bichelmeyer@dai.com>
Sent: Monday, February 24, 2025 3:14 PM
To: Hughes, Vivian (OS/ASA/PSC/FMP) <Vivian.Hughes@psc.hhs.gov>
Cc: Kent Piper <Kent_Piper@dai.com>; Mirna Tercero <Mirna_Tercero@dai.com>; Jarrid Dekovitch <Jarrid_Dekovitch@dai.com>; Mitchell, Regenia (OS/ASA/PSC/FMP) <Regenia.Mitchell@psc.hhs.gov>; Bulluck, Keishay (OS/ASA/PSC/FMP) <Keishay.Bulluck@psc.hhs.gov>; Lanham, Mary (OS/ASA/PSC/FMP) <Mary.Lanham@psc.hhs.gov>; Chen, Jenny (OS/ASA/PSC/FMP) <Jenny.Chen@psc.hhs.gov>
Subject: RE: [EXTERNAL] RE: Status of drawdowns (17D8P)?

Hi Vivian,

As you are aware, USAID does not have the ability to approve and release drawdowns in DHHS/PMS. We have made a drawdown request in accordance with ADS 636, and the AO usually does not approve these standard drawdown requests. We will follow up with our AO on each COAG. In the meantime, can you please clarify why the "Payment due date" was changed on/after 01/23/25 to have payment date of one year? USAID would not have the system access to change the Payment due date.

Thank you,
Tony

RE: [EXTERNAL] RE: Status of drawdowns (17D8P)?



Hughes, Vivian (OS/ASA/PSC/FMP) <Vivian.Hughes@psc.hhs.gov>

To: Tony Bichelmeyer; Cc: Kent Piper; Mirna Tercero; Jarrid Dekovitch; Mitchell, Regenia (OS/ASA/PSC/FMP); Bulluck, Keishay (OS/ASA/PSC/FMP)

Good morning,

Currently, we do not have any information to share regarding the payments. Please Contact your grants officer or Management at USAID.

ATTACHMENT B



Recipient: Jon Anderson, COP
Catherine Clarke
Development Alternative International Global, LLC (DAI)
Villa Tsinjohary, Lot VU 282 DR Manakambahiny, Antananarivo 101,
Jon.Anderson@dai.com copy to Catherine.Clarke@dai.com

Subject: Notice of Full Termination

Agreement: Cooperative Agreement 72068724CA00003, USAID Harena activity

Date: February 24, 2025

Dear Mr. Anderson,

In accordance with the guidance provided by USAID in its January 28, 2025 communication to implementing partners, and the formal suspension of work notice issued to DAI on the same day, your award has been reviewed for programmatic efficiency and consistency with United States foreign policy.

Based on this review, it was determined that Award # 72068724CA00003 is inconsistent with the national interest and Agency priorities, and is fully terminated, in accordance with 2 CFR 700.14, effective as of the date of this notice. Immediately cease all activities, terminate all subawards and contracts, and avoid incurring any additional obligations chargeable to the award beyond those unavoidable costs associated with this Termination Notice. Immediately provide similar instructions to all subrecipients and contractors.

Detailed further instructions on documentation required to negotiate a termination settlement (e.g., unavoidable costs associated with the funding pause and costs associated with this termination) will be provided shortly.

Please confirm your receipt and agreement with this Termination Notice by completing and returning the acknowledgement below. Should you have questions concerning this letter, please contact me at abakbar@usaid.gov with a copy to Johanesa Rakotoniaina at irakotoniaina@usaid.gov. We will follow up with further guidance as soon as possible.

Sincerely,

Abdullah Akbar

Digitally signed by Abdullah
Akbar
Date: 2025.02.24 11:27:53
+03'00'

Abdullah Akbar
Agreement Officer USAID/Madagascar

cc: Salohy Soloharivelo, AOR

Attachment C

From: Gregory S. Wang <gwang@usaid.gov>
Sent: Monday, February 24, 2025 10:15 AM
To: John McGuire <John_McGuire@dai.com>
Subject: Re: FW: Cancellation of Stop Work Order/Suspension of USAID/DRC Awards

Hi John,

Thanks for your email. The cancellation of the stop work order/suspension under the TRO does not apply to the DRC Good Governance Activity (GGA).

At this time, the award remains terminated and we are not in a position to open discussions to revert that.

Thanks,

Gregory Wang
Director/Supervisory Contracting Officer
Office of Acquisition and Assistance
USAID/Democratic Republic of the Congo (DRC)
Phone: +243 817 074 701 | gwang@usaid.gov
<https://www.workwithusaid.gov/>

DECLARATION OF PHILLIP GREEN

1. I, Phillip Green, declare as follows:
2. I am President and CEO of Green Powered Technology, which is a member of the Small Business Association of International Companies.
3. Green Powered Technology is a veteran-owned small business specializing in technical and advisory services focused on energy and infrastructure. As of January 19, 2025, the company employed approximately 100 people worldwide, including 40 employees in the United States.
4. Since the foreign-assistance funding freeze, the company has undergone three rounds of layoffs, furloughs, and terminations that have reduced our workforce to 18 people.
5. Without payment this week, we will be forced to close our doors due to insolvency, with only the owner around to collect outstanding payments.
6. Unfortunately, we have active federal contracts that we can no longer fulfill and will be unable to continue servicing them. As a result, we will not be able to perform on them and have to walk away from them.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 24th day of February, 2025, in Arlington, Virginia.



Phillip Green

DECLARATION OF ELISABETH SIGLER

I, Elisabeth Sigler, declare as follows:

1. I am the Co-General Counsel for HIAS. I submit this declaration in support of a Motion to Enforce the Court's temporary restraining order (TRO). The statements made in this declaration are based on my personal knowledge and my understanding of information made available to me pursuant to my duties at HIAS.
2. Since the Court's TRO was issued on February 13, 2025, HIAS has not received payments on its approximately \$6.4 million in outstanding requests for reimbursement from the United States Government (U.S. Agency for International Development, U.S. Department of State Bureau of Population, Refugees, and Migration, U.S. Department of State Bureau of Democracy, Human Rights, and Labor).
3. Since the stop work orders and directly due to the lack of funding by the U.S. government, HIAS has been forced to issue 344 notices of layoffs worldwide.
4. Also, directly due to the lack of funding by the U.S. Government, HIAS will be forced to lay off a substantial number of its workforce at headquarters and, as of today's date, plans to do so this week.
5. HIAS has incurred significant costs in order to comply with the agencies' stop work orders, including providing severance mandated by local law in various countries.
6. HIAS, due to the lack of funding by the U.S. Government, plans to shutter the doors on all but five to seven (out of 24) HIAS country offices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 24, 2025 in Washington, District of Columbia.

DocuSigned by:

Elisabeth Sigler

7A45ADE15AE24DC...

HIAS

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

GLOBAL HEALTH COUNCIL, *et al.*,

Plaintiffs,

v.

DONALD TRUMP, *et al.*,

Defendants.

Civil Action No. 1:25-cv-402

[PROPOSED] ORDER

Upon consideration of Plaintiffs' renewed motion to enforce, it is hereby

ORDERED that within 48 hours of the entry of this Order, the Restrained Defendants shall:

Pay all invoices and Letter of Credit drawdown requests on contracts for work completed prior to the entry of the Court's TRO;

Permit and promptly pay Letter of Credit drawdown requests and requests for reimbursements on grants and assistance agreements;

Take no actions to impede the prompt payment of appropriated foreign-assistance funds; and

Take all necessary actions to ensure the prompt payment of appropriated foreign-assistance funds going forward. It is further

ORDERED that the Restrained Defendants shall include in the joint status report due Wednesday, February 26, 2025, information apprising the Court of the status of their compliance with this Order.

IT IS SO ORDERED.

THE HONORABLE AMIR H. ALI
UNITED STATES DISTRICT JUDGE