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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ANTHROPIC PBC,

Plaintiff,

v.

U.S. DEPARTMENT OF WAR, et al.,

Defendants.

Case No. 3:26-cv-1996

**NOTICE OF MOTION AND MOTION
FOR A TEMPORARY RESTRAINING
ORDER, PRELIMINARY
INJUNCTION, OR SECTION 705
STAY; MEMORANDUM FOR
PRELIMINARY INJUNCTION**

Judge:

Hearing Date:

Time:

Courtroom:

1 PLEASE TAKE NOTICE as soon as it may be heard in the United States District Court for
2 the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, that Plaintiff
3 Anthropic PBC will, and hereby does, move this Court for a temporary restraining order pursuant to
4 Federal Rule of Civil Procedure 65(b), for a preliminary injunction pursuant to Federal Rule of Civil
5 Procedure 65(a), or for a stay under 5 U.S.C. § 705.

6 As set forth in the accompanying Memorandum of Points and Authorities, absent immediate
7 injunctive relief, (1) Secretary of War Peter B. Hegseth’s Order and Letter (the Secretarial Order and
8 Secretarial Letter) designating Anthropic a supply chain risk and purporting to prohibit every
9 “contractor, supplier, or partner that does business with” the military to cease commercial activity
10 with Anthropic and (2) President Donald J. Trump’s Directive (the Presidential Directive) barring
11 federal agencies from working with Anthropic as well as (3) the actions of the federal agency
12 Defendants and their heads to implement that Directive will continue to impair Anthropic’s First
13 Amendment and due process rights, injure its reputation, harm its business relationships, and cause
14 economic injury for which it cannot obtain compensation from the government.

15 Because of the ongoing and escalating injuries Anthropic is experiencing, Anthropic seeks
16 preliminary relief sufficient to preserve the status quo, while recognizing that the Court may
17 determine—based on the parties’ submissions and the timing of the proceedings—whether entry of a
18 temporary restraining order, a preliminary injunction, a stay under 5 U.S.C. § 705, or a combination
19 thereof is appropriate. This approach is intended to afford the Court flexibility to calibrate the form
20 and duration of preliminary relief, in light of the Court’s schedule.

21 Immediately upon filing Anthropic’s complaint on March 9, 2025, Anthropic provided a
22 courtesy copy of the complaint to Earl G. Matthews, General Counsel of the U.S. Department of
23 War; Eric Hamilton, Deputy Assistant Attorney General for the Federal Programs Branch of the
24 Civil Division of the U.S. Department of Justice; and Pamela Johann, Chief of the Civil Division of
25 the U.S. Attorney’s Office for the Northern District of California. Subject to this Court’s calendar
26 and availability, Anthropic proposed to Defendants a schedule under which Defendants file any
27 response to this Motion by Wednesday, March 11, at 9:00 p.m. PT, with a reply for Anthropic by
28 Thursday, March 12, at 9:00 p.m. PT, and a hearing on Friday, March 13, or, alternatively, as soon

1 as it may be heard by this Court. Anthropic will endeavor to meet and confer with Defendants
2 regarding an agreed-upon schedule; should the parties reach agreement on a proposed schedule,
3 Anthropic will notify the Court.

4
5 Date: March 9, 2026

/s/ Michael J. Mongan

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INTRODUCTION

1
2 Plaintiff Anthropic PBC is a leading frontier artificial intelligence (AI) developer. This case
3 is about whether the government can punish Anthropic, through an unprecedented campaign of
4 retaliation, for speaking publicly about its strongly held beliefs about the limits of its own
5 technology and the responsible use of AI, and for refusing to abandon those beliefs in the face of
6 extraordinary government pressure.

7 Anthropic pursues its founding mission—developing advanced AI that is used safely and
8 responsibly to benefit the public—through research, commercial deployments, and advocacy. To do
9 this, Anthropic collaborates with partners in the private and public sectors, including the Department
10 of War and other agencies tasked with protecting our democracy. Until very recently, that
11 Department has lauded Anthropic’s AI model. And to this day, the Department continues to use that
12 model in its most sensitive and important missions.

13 Consistent with its perspectives on AI safety and its expertise regarding its own technology,
14 Anthropic has long articulated and required certain restrictions on the use of its model, including that
15 it may not be used for autonomous lethal warfare or mass surveillance of Americans. And when it
16 began partnering with Anthropic, the Department abided by those two longstanding restrictions. Last
17 fall, however, the Department demanded that Anthropic abandon them. Anthropic continued to
18 express its strongly held views that its model could not safely or responsibly be used for those two
19 purposes—while also working to propose compromise solutions and assure the Department that, if it
20 chose to shift to another AI developer, Anthropic would collaborate on an orderly transition.

21 But when Anthropic declined to accept the Department’s proposed usage terms by its
22 imposed deadline, the Executive Branch swiftly retaliated. Criticizing Anthropic for its “RADICAL
23 LEFT” views, its “ideology,” and its “rhetoric,” the President and the Secretary of War sought to
24 punish Anthropic for expressing fidelity to its founding principles. First, the President purported to
25 direct every federal agency to immediately cease all use of Anthropic’s technology. Then the
26 Secretary designated Anthropic “a Supply-Chain Risk to National Security” and purported to bar
27 companies that do business with the military from conducting commercial activity with Anthropic.
28 Other federal agencies quickly implemented the President’s directive.

1 This Court should grant emergency relief to protect Anthropic from those extraordinary and
2 unlawful actions. By retaliating against Anthropic for its speech and its principled judgments on how
3 its technology should be used, and by depriving the company of important liberty and property
4 interests without any meaningful process, all Defendants violated the First Amendment and the Due
5 Process Clause of the Fifth Amendment and acted beyond their authority. In addition, the Secretary's
6 edict far exceeds his authority to designate a "supply chain risk" under 10 U.S.C. § 3252, and is
7 unaccompanied by any reasoned explanation, in violation of the Administrative Procedure Act.

8 These flagrant violations of basic constitutional and statutory requirements have already
9 harmed Anthropic severely and irreparably. The government has infringed on Anthropic's right to
10 speak freely; it has disparaged the company's good name by stigmatizing it with an unlawful
11 designation as a national security risk; it has deprived Anthropic of government contracts and
12 damaged its relationships with business partners in the private sector; and it has put millions,
13 possibly billions, of dollars at risk. Absent immediate relief from this Court, those harms will
14 continue to mount. In contrast, Defendants have no legitimate interest in allowing their unlawful
15 actions to remain in effect while this litigation proceeds. The relief sought by Anthropic would not
16 require Defendants to use Anthropic's services or prevent them from transitioning to other AI
17 providers. Nor would it prevent them from using Anthropic's technology in ongoing military
18 actions.

19 Rarely is the government so transparent in punishing a company for expressing its principles.
20 Defendants are seeking to blacklist a company that adhered to its long-held beliefs instead of
21 yielding to the demands and adopting the positions of the Executive. But the importance of this case
22 extends far beyond one company. Defendants' manifest purpose is to chill other American
23 companies and individuals who might dare to do the same. This Court should grant preliminary
24 relief. The "fixed star in our constitutional constellation" is "that no official" can use the power of
25 his office to "prescribe what shall be orthodox in politics, nationalism, religion, or other matters of
26 opinion." *W. Virginia State Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943) (Jackson, J.).

FACTUAL BACKGROUND

A. Anthropic’s Mission Of Building AI Models That Are Safe By Design

Anthropic is a U.S. public benefit corporation headquartered in San Francisco. It was founded in 2021 based on the animating principle that the most capable AI systems should also be the safest. From its inception, Anthropic has focused on developing frontier AI models that are reliable and safe. Declaration of Jared Kaplan (“Kaplan Decl.”) ¶¶ 8-10. That commitment is embedded in Anthropic’s corporate charter and governance. As a public benefit corporation, Anthropic balances stockholder interests with its public benefit purpose of responsibly developing and maintaining advanced AI for the long-term benefit of humanity. *Id.* ¶ 8. For Anthropic, decisions to prioritize secure model design, safe deployment, and responsible use are not discretionary—they are rooted in its public benefit mission and are an expression of the company’s values.

Anthropic’s flagship model, Claude, is an industry-leading large language model (LLM) capable of interpreting and responding to a wide range of user inputs (or “prompts”) in an intelligent, human-like manner. *Id.* ¶¶ 14-16. Through training on massive datasets, LLMs like Claude acquire predictive capabilities that allow them to perform complex tasks in a fraction of the time it would take humans. *Id.* ¶¶ 15-16.

Like all LLMs, Claude has technical limitations. LLMs can generate inaccurate or misguided outcomes or behave unpredictably in certain contexts. They can produce responses that diverge from the goals of the people who trained them or reflect skewed or mistaken judgments embedded in their training data. *Id.* ¶ 18. To address the novel risks of AI, Anthropic maintains a comprehensive Usage Policy designed to limit users to safe and responsible applications of its models. *Id.* ¶¶ 18, 21-22. For commercial and civilian users, the Usage Policy prohibits engaging in surveillance, compromising computer networks, and designing weapons or other systems to cause harm or loss of human life. *Id.* ¶ 22. As discussed below, Anthropic also includes an addendum to its Usage Policy tailored to government users, which is designed to strike a balance between enabling beneficial national security uses and mitigating potential harms. *Id.* ¶¶ 27-28.

In keeping with Anthropic’s founding commitments, the company and its leadership are leading voices on issues related to AI safety and policy. For example, the company frequently

1 weighs in on pending legislation and has voiced support for bills that align with its core beliefs about
2 AI safety. Declaration of Sarah Heck (“Heck Decl.”) ¶¶ 5-6. Anthropic’s CEO has also written
3 publicly about the risks of powerful AI and has advocated for and against certain AI-related policy
4 measures. Declaration of Michael J. Mongan (“Mongan Decl.”) Exs. 1-2.

5 **B. The Federal Government’s Prioritization Of AI Adoption**

6 Championing American AI models and integrating them into federal operations are policy
7 priorities of the Trump Administration. In July 2025, the Administration released an action plan
8 calling for the United States to “drive adoption of American AI systems, computing hardware, and
9 standards throughout the world.” Mongan Decl. Ex. 3. Recent Executive Orders reinforce this
10 policy’s significance. *See* Exec. Order No. 14179, 90 Fed. Reg. 8741 (Jan. 23, 2025); Exec. Order
11 No. 14319, 90 Fed. Reg. 35389 (July 23, 2025); Exec. Order No. 14320, 90 Fed. Reg. 35393 (July
12 23, 2025). Accordingly, the federal government has significantly expanded its AI use, contracting
13 with companies like Anthropic, Google, and OpenAI to make their models available to federal
14 agencies. Mongan Decl. Exs. 4-7. Among these contracts was Anthropic’s first-of-its-kind agreement
15 with the General Services Administration (GSA) to deliver Claude for Government to all three
16 branches of the government for just \$1 per agency. Declaration of Thiyagu Ramasamy (“Ramasamy
17 Decl.”) ¶ 7.

18 The Department of War (the “Department”) has embraced AI, awarding major contracts to
19 Anthropic, Google, OpenAI, and xAI to scale AI capabilities across defense and intelligence
20 missions. Mongan Decl. Ex. 8. The Department has touted the transformative ability of these models
21 “to support our warfighters and maintain strategic advantage over our adversaries,” while bringing
22 “the best U.S.-based frontier AI talent” to bear on critical national security challenges. *Id.* AI models
23 have been integrated into the Office of the Secretary of War and Combatant Commands and used to
24 support sensitive military operations. *Id.*, Exs. 9-10.

25 **C. The Department of War’s Use Of Claude For National Security Purposes**

26 Among other priorities, Anthropic has committed to making its technology available to
27 defend the United States, advance our national security interests, and defeat authoritarian
28 adversaries. Kaplan Decl. ¶¶ 24-26. Consistent with this commitment, Anthropic has become a

1 leader in putting AI to use for national security work. Anthropic was the first AI company to
2 proactively align its models with the government’s national security needs, including by building a
3 “Claude Gov” model tailored specifically for U.S. national security customers. *Id.* ¶ 27; Mongan
4 Decl. Ex. 11. Anthropic’s government-specific addendum to the Usage Policy enables certain
5 national security uses that would not be allowed under the ordinary Usage Policy. Kaplan Decl.
6 ¶¶ 27-28. But it also includes two key restrictions the Department now insists it needs removed,
7 which forbid the use of Anthropic’s models for lethal autonomous warfare or for mass surveillance
8 of Americans. *Id.* ¶¶ 29, 32-33.

9 Anthropic’s partnership with the Department began in November 2024, when Anthropic
10 worked with a defense technology partner to provide AI-enabled intelligence and defense
11 capabilities to national security agencies. Ramasamy Decl. ¶ 5. In July 2025, Anthropic and the
12 Department entered into a two-year agreement, worth up to \$200 million, to supply Anthropic’s
13 technology. *Id.* ¶ 6. For Anthropic, these contracts are an embodiment of the company’s belief in the
14 “existential importance of using AI to defend the United States and other democracies.” Mongan
15 Decl. Ex. 12.

16 These partnerships were preceded by—and contingent on—rigorous security scrutiny of
17 Anthropic by the U.S. Government. In 2025, GSA and the Department authorized Claude’s use with
18 “FedRAMP High,” the federal government’s highest cloud-security authorization for unclassified
19 systems, and the Department’s “Impact Level 4 and 5” workloads, which permit handling of
20 controlled unclassified information and certain national security mission data. *Id.*, Ex. 13;
21 Ramasamy Decl. ¶ 10. Those actions allowed Anthropic’s cloud security systems to handle
22 unclassified and controlled unclassified information. Then, after an 18-month vetting process, the
23 Defense Counterintelligence and Security Agency granted Anthropic a Top Secret facility security
24 clearance and personnel clearances, enabling Anthropic employees to become further embedded in
25 classified national security projects. Ramasamy Decl. ¶ 9.

26 Over time, officials in the Department and elsewhere have praised Anthropic’s technology.
27 Senior officials have described Claude as the “top model” and have relayed to Anthropic that they
28 “want to move as fast as possible with [it].” *Id.* ¶ 12. Intelligence Community leaders have reported

1 extensive use, stating that their employees are “hammering away” with Claude’s assistance. *Id.* And
2 combatant commanders have praised the technology. Heck Decl. ¶ 13. By the Department’s own
3 account, Claude has outperformed competing models for the tasks it was deployed to perform. *Id.*
4 ¶ 8. Today, Claude is reportedly the Department’s most widely deployed frontier AI model. Kaplan
5 Decl. ¶ 26.

6 **D. After Operating Pursuant To Anthropic’s Usage Policy Throughout Their**
7 **Partnership, The Department Shifts Course And Threatens Punitive Actions**

8 Anthropic has never offered a model to any customer without an accompanying Usage
9 Policy. Kaplan Decl. ¶ 21. The Department is no exception. From the outset of Anthropic’s
10 partnership with the Department, all Anthropic tools have included the Usage Policy and, for some
11 deployments, the government addendum described above. *Id.* ¶¶ 27-29. These define the conditions
12 under which Claude can be used safely and reliably, aligning with Anthropic’s mission and views
13 about the capabilities and limitations of its own models. *Id.* ¶¶ 22, 36, 38-39.

14 To be clear, Anthropic’s Usage Policy does not provide Anthropic with visibility into how
15 the Department uses Claude, and Anthropic has never employed the Usage Policy or addendum to
16 influence or interfere with military operations. *Id.* ¶ 37; Ramasamy Decl. ¶ 15. Anthropic recognizes
17 the possibility that the Department might choose to work with a company that has different usage
18 restrictions, and Anthropic would respect that choice. Heck Decl. ¶ 11; Kaplan Decl. ¶ 37. Until very
19 recently, however, the Department chose Anthropic: operating under the existing restrictions while
20 increasingly embedding Anthropic models, expanding their use, and praising Claude’s performance
21 as superior to that of models from other developers. Kaplan Decl. ¶ 29; Ramasamy Decl. ¶¶ 5-6, 12;
22 Heck Decl. ¶ 8.

23 From 2024 through September 2025, Anthropic and the Department of War worked together
24 extensively, under the Usage Policy or its addendum, without event. Then, in September 2025,
25 Anthropic and the Department began negotiating Claude’s deployment on the Department’s
26 “GenAI.mil” AI platform for deploying and managing generative-AI tools across defense missions.
27 Ramasamy Decl. ¶ 13. Anthropic entered negotiations intent on expanding access to Claude. Over
28 time, however, the Department demanded that Anthropic discard its Usage Policy and addendum

1 altogether, insisting instead on allowing the Department, its contractors, and its subcontractors to use
2 Claude for “all lawful uses.” Kaplan Decl. ¶ 32. Anthropic ultimately agreed, with two critical
3 exceptions, to allow use of Claude for “all lawful uses.” Those exceptions were the restrictions on
4 lethal autonomous warfare and mass surveillance of Americans. *Id.* ¶ 33.

5 Anthropic communicated to the Department repeatedly why it could not remove these
6 narrow, but important, guardrails. Based on its extensive experience with model training and
7 evaluation, Anthropic concluded that, at least for now, Claude is not safe for mass surveillance of
8 Americans or lethal autonomous warfare. *Id.* ¶¶ 34-36. The risk of model error or unreliable
9 performance, coupled with underdeveloped AI legal frameworks, cemented Anthropic’s conviction.
10 *Id.* In Anthropic’s view, allowing Claude’s use on classified systems to surveil Americans en masse
11 or to run autonomous weapons systems intended to kill human targets without human oversight
12 poses immense danger and is antithetical to Anthropic’s safety mission. *Id.* ¶¶ 34-36, 38-39; Heck
13 Decl. ¶ 14.

14 Anthropic CEO Dr. Dario Amodei repeatedly communicated Anthropic’s views about the
15 importance of maintaining these guardrails to Department officials. He explained that, to his
16 knowledge, neither guardrail has ever obstructed military operations. Heck Decl. ¶ 13. He also made
17 clear that Anthropic remained willing to explore further modifications to its Usage Policy to meet
18 the Department’s specific needs, short of removing the two guardrails he viewed as fundamental to
19 AI safety and the company’s core identity. *Id.* ¶¶ 18; Ramasamy Decl. ¶ 16. Throughout these
20 discussions, Dr. Amodei emphasized that the Department should select the right vendor to meet its
21 needs. Heck Decl. ¶ 11. And he assured the Department that if Anthropic was not that vendor, the
22 company would respect the Department’s decision and work to orderly offboard from its systems. *Id.*

23 This back-and-forth continued over several months, including on February 24, 2026, when
24 Dr. Amodei met with Secretary Hegseth. At that meeting, Secretary Hegseth praised Claude’s
25 “exquisite capabilities,” acknowledged that Dr. Amodei’s concerns were “understandable,” and
26 stated that the Department “would love to work with” Anthropic. *Id.* ¶¶ 12, 15. He then presented an
27 ultimatum: unless Anthropic agreed to permit “all lawful uses” of its system by 5 p.m. on February
28 27, 2026, the Department would either designate Anthropic a supply chain risk—a label that, to

1 Anthropic’s knowledge, has never before been applied to an American company—or invoke the
2 Defense Production Act to commandeer Claude as an asset essential to national security. *Id.* ¶ 16. In
3 other words, it threatened to treat Anthropic either as a risk to U.S. national security or as essential to
4 U.S. national security. Despite this pressure to abandon its position on the limitations of its AI model
5 and accede to the Secretary’s demand, the company continued to push for a resolution, and the
6 Department continued to engage in earnest. *Id.* ¶ 18.

7 On February 26, amidst a steady stream of reporting and Administration statements
8 indicating the Department’s intention to punish Anthropic, Dr. Amodei issued a public statement
9 explaining Anthropic’s stance. Mongan Decl. Ex. 12, 26-27. He affirmed the company’s
10 commitment to supporting “the national security of the United States” but stated that it could not “in
11 good conscience accede” to the Department’s request, because Claude could not “safely and
12 reliably” be used for lethal autonomous warfare or mass surveillance of Americans. *Id.*, Ex. 12.

13 Nevertheless, Anthropic remained intent on finding a path forward right up until Secretary
14 Hegseth’s threatened deadline. On the afternoon of February 27, 2026, prior to the deadline, Dr.
15 Amodei provided proposed edits to the Department’s latest offer, accompanied by a detailed
16 explanation. Heck Decl. ¶ 18. While still engaging in good faith, Dr. Amodei remained firm in
17 retaining the two guardrails core to Anthropic’s principles. *Id.* The Department did not respond in
18 kind with written edits. *Id.*

19 **E. The President And The Secretary Retaliate Against Anthropic**

20 That same afternoon, the President and Secretary Hegseth converted their threats into public
21 directives impugning and punishing Anthropic. On February 27, 2026, President Trump issued a
22 statement on social media (the “Presidential Directive”) “directing EVERY Federal Agency in the
23 United States Government to IMMEDIATELY CEASE all use of Anthropic’s technology.” Mongan
24 Decl. Ex. 14. The Directive branded Anthropic as a “Radical Left AI company” whose employees
25 are “Leftwing nut jobs” threatening “AMERICAN LIVES.” *Id.* And the President threatened that
26 “Anthropic better get their act together” or he would “use the Full Power of the Presidency to make
27 them comply, with major civil and criminal consequences to follow.” *Id.*

1 Later that evening, Secretary Hegseth issued a “final” decision on social media (the
2 “Secretarial Order”). *Id.*, Ex. 15. He called Anthropic “arrogan[t],” accused it of “betrayal,” and
3 declared its conduct “fundamentally incompatible with American principles.” *Id.* He “direct[ed] the
4 Department of War to designate Anthropic a Supply-Chain Risk to National Security” and declared
5 that “[e]ffective immediately, no contractor, supplier, or partner that does business with the United
6 States military may conduct any commercial activity with Anthropic.” *Id.* But he also stated that
7 “Anthropic will continue to provide the Department of War its services for a period of no more than
8 six months.” *Id.* And hours later, the Department reportedly relied on Claude—embedded in the
9 military’s Maven Smart System—to select targets and identify coordinates for hundreds of airstrikes
10 across Iran. Mongan Decl. Ex. 23.

11 The following week, as agencies across the federal government moved to implement the
12 purported Presidential Directive, the company continued negotiating in good faith with senior
13 Department officials. Heck ¶ 19. Those discussions were still ongoing when, at 8:48 p.m. on March
14 4, Secretary Hegseth sent Anthropic a letter notifying it of the Secretarial Order’s “supply chain risk
15 designation.” *Id.* ¶ 19. That letter (the “Secretarial Letter”), dated March 3, 2026, asserted that the
16 Department of War had “determined” that Anthropic’s technology “presents a supply chain risk” and
17 that exercising the authority granted by 10 U.S.C. § 3252 against Anthropic is “necessary to protect
18 national security.” Mongan Decl. Ex. 22. The letter pronounced that this determination covers all
19 Anthropic “products” and “services,” including any that “become available for procurement.” *Id.*
20 And it asserted, without elaboration, that “less intrusive measures are not reasonably available” to
21 mitigate the risks that Anthropic’s products and services supposedly pose to national security. *Id.*

22 The Secretarial Letter cites 10 U.S.C. § 3252, which addresses a specific national-security
23 threat: that adversaries of the United States could compromise information systems used for national
24 security purposes. *See id.* § 3252(d)(4), (5). Congress authorized the Department to take actions to
25 mitigate “supply chain risk[s]”—*i.e.*, “the risk that an adversary may sabotage, maliciously introduce
26 unwanted function, or otherwise subvert” an information system used for national security
27 applications. *Id.* § 3252(a), (d)(4), (5); 44 U.S.C. § 3552(b)(6). In specific authorized circumstances,
28 the Secretary may exclude a company from competing for certain Department contracts if the

1 company fails to meet qualifications or evaluation criteria bearing on supply chain risk, or the
 2 Secretary may withhold consent from another contractor to subcontract with the company on certain
 3 contracts. *Id.* § 3252(d)(2)(A)–(C). But Congress imposed procedural safeguards on the use of this
 4 authority. It required (among other things) written determinations of national security necessity and a
 5 lack of less intrusive measures to address the relevant risk, consultation with relevant agency
 6 officials, and notice to specified congressional committees. *Id.* § 3252(b)(1)–(3). There is no
 7 evidence that the Secretary did any of those things before reaching the “final” decision announced in
 8 the Secretarial Order. Even the Secretarial Letter, sent days later, contains no mention of
 9 consultation with relevant agency officials or notice to Congress.

10 **F. The Presidential Directive And Secretarial Order Trigger Immediate Harm**

11 The Presidential Directive, the Secretarial Order, the Secretarial Letter that followed it, and
 12 other agency actions taken in response to the Presidential Directive (collectively, the “Challenged
 13 Actions”) have inflicted immediate and irreparable harm on Anthropic. Within hours of the
 14 Presidential Directive and the Secretarial Order, their effects began to materialize. Other agencies
 15 quickly fell in line with the President’s purported demand that every federal agency cease using
 16 Anthropic’s technology. For example, GSA declared that it was “stand[ing] with the President in
 17 rejecting attempts to politicize work dedicated to America’s national security.” Mongan Decl. Ex.
 18 16. Shortly thereafter, a GSA official stated that the agency was terminating its government-wide
 19 agreement with Anthropic. *Id.*, Ex. 17. According to public reporting, the Department of Health and
 20 Human Services and the State Department began winding down their use of Claude that same day.
 21 *Id.*, Ex. 18. On March 2, the Department of the Treasury and the Federal Housing Finance Agency
 22 announced that they were terminating all use of Anthropic’s tools. *Id.*, Exs. 19–20.

23 At the same time, customers across the private sector contacted Anthropic seeking clarity
 24 about what the government’s directives required of them and whether they could continue working
 25 with the company. Declaration of Paul Smith (“Smith Decl.”) ¶¶ 15–20. The Department itself
 26 contributed to the uncertainty by affirmatively contacting Anthropic customers and directing them to
 27 end their relationships with the company or at least reassess their reliance on Anthropic’s models. *Id.*
 28 ¶ 14; Ramasamy Decl. ¶ 30.

1 Soon, customers began signaling concrete changes to their business relationships with
2 Anthropic. Multiple customers indicated that they may cancel their contracts in light of the
3 Challenged Actions. Ramasamy Decl. ¶ 33; Smith Decl. ¶¶ 15-20. Other prospective customers have
4 delayed or paused national security contracts or sales discussions preceding contract negotiation.
5 Ramasamy Decl. ¶ 33; Smith Decl. ¶ 16. In at least one instance, a customer at a strategic command
6 center directed a subcontractor to work with xAI or Google instead of Anthropic. Ramasamy Decl.
7 ¶ 33. Federal contractors with which Anthropic had developed partnerships have indicated they may
8 suspend that work or remove Claude from their platforms. *Id.*; Smith ¶ 14.

9 The uncertainty also extended beyond customers with direct defense relationships. Law firms
10 have urged all government contractors to “audit[] their Anthropic exposure now” and “prepare to
11 deploy alternatives.” Mongan Decl. Exs. 24, 25. Multiple financial institutions have sought new
12 contractual protections allowing them unilateral termination rights. Smith Decl. ¶ 16; Ramasamy
13 Decl. ¶ 30. One of the world’s largest pharmaceutical companies sought to shorten the intended
14 duration of its contract. Smith Decl. ¶ 17. In multiple instances, customers emphasized the
15 importance of their partnership with Anthropic and warned that losing access to Claude would
16 significantly delay their work—by months or even years—but felt they could not resist the
17 government’s directive. Ramasamy Decl. ¶ 28; Smith Decl. ¶ 14.

18 Anthropic investors have experienced similar confusion. One investor forwarded market
19 analysis describing the designation as a “sanction” and opining that prospective federal contractors
20 should not do business with the company. Declaration of Krishna Rao (“Rao Decl.”) ¶ 4. At least
21 one major investing firm reported that the Department contacted several of its portfolio companies
22 about their use of Claude, sparking growing uncertainty. *Id.*

23 Across Anthropic’s full book of business, adjusting for how different customers are likely to
24 interpret the scope of the Challenged Actions, the Challenged Actions could reduce Anthropic’s
25 2026 revenue by hundreds of millions or even multiple billions of dollars. Rao Decl. ¶ 6; Ramasamy
26 Decl. ¶¶ 31-32.

ARGUMENT

1
2 A party seeking a temporary restraining order or a preliminary injunction must show that (1)
3 it “is likely to succeed on the merits”; (2) it “is likely to suffer irreparable harm in the absence of
4 preliminary relief”; (3) “the balance of equities tips in [its] favor”; and (4) preliminary relief “is in
5 the public interest.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008); *see also Babaria v.*
6 *Blinken*, 87 F.4th 963, 976 (9th Cir. 2023) (noting that the standards for TROs and preliminary
7 injunctions are “substantially identical” (internal quotation marks omitted)); *All. for the Wild Rockies*
8 *v. Cottrell*, 632 F.3d 1127, 1131 (9th Cir. 2011) (alternative “‘sliding scale’ approach”). Under the
9 Administrative Procedure Act (APA), moreover, the “reviewing court” may stay the “effective date
10 of an agency action,” 5 U.S.C. § 705, and “‘stays’ under the APA turn on the same factors as
11 preliminary injunctions,” *Immigrant Defs. L. Ctr. v. Noem*, 145 F.4th 972, 983 (9th Cir. 2025).
12 Anthropic satisfies the standards for each form of preliminary relief.

I. Anthropic Is Likely To Succeed On The Merits

A. The Challenged Actions Violate The First Amendment By Retaliating Against Anthropic For Expressing Its Judgment About The Safety Of Its Model And The Responsible Use Of AI

13
14
15
16 The First Amendment prohibits government officials from wielding “the power of the State
17 to punish or suppress disfavored expression,” *Nat’l Rifle Ass’n of Am. v. Vullo*, 602 U.S. 175, 188
18 (2024), or “retaliating against individuals for engaging in protected speech,” *Lozman v. City of*
19 *Riviera Beach*, 585 U.S. 87, 90 (2018). Unconstitutional retaliation occurs where (1) a person has
20 “engaged in a constitutionally protected activity”; (2) the adverse government action would “chill a
21 person of ordinary firmness from continuing to engage in the protected activity”; and
22 (3) constitutionally “protected activity was a substantial or motivating factor in the [government’s]
23 conduct.” *O’Brien v. Welty*, 818 F.3d 920, 932 (9th Cir. 2016) (internal quotation marks omitted).
24 The Challenged Actions easily satisfy each of those elements.

25 First, Anthropic engaged in constitutionally protected activity. Anthropic’s public statements
26 about the importance of AI safety are protected speech. Since its founding, Anthropic has advocated
27 for the responsible use of AI models, including by maintaining a Usage Policy that embodies the
28 company’s commitment to the same, posting public essays and blog posts, and supporting or

1 opposing legislation. Kaplan Decl. ¶¶ 8-12, 21-22; Mongan Decl. Ex. 1. The company and its
2 leadership have frequently contributed to the public discourse about safe use of AI models, including
3 as recently as a February 26 announcement by its CEO that it could not “in good conscience accede
4 to” the Department’s request because the uses contemplated by the Department were “outside the
5 bounds of what today’s technology can safely and reliably do.” Mongan Decl. Ex. 12.

6 Additionally, just as “collective bargaining” with the government is speech protected by the
7 First Amendment, *Janus v. Am. Fed’n of State, Cnty., & Mun. Emps., Council 31*, 585 U.S. 878,
8 893-94 (2018), Anthropic’s communications with the Department about the importance of its safety
9 limitations are protected by the First Amendment. Anthropic’s attempts to persuade the government
10 to understand and accept those limitations are also petitioning activity, independently safeguarded by
11 the First Amendment’s Petition Clause. *See BE & K Const. Co. v. NLRB*, 536 U.S. 516, 525 (2002)
12 (“the right to petition extends to all departments of the Government”).

13 Anthropic’s advocacy on a “matter[] of public concern is at the heart of the First
14 Amendment’s protection.” *Snyder v. Phelps*, 562 U.S. 443, 451-52 (2011) (internal quotation marks
15 and ellipsis omitted). Through its speech and petitioning activity, Anthropic expressed its views
16 about the limitations of its own technology and the responsible use of AI models, including
17 advocating for narrow but critical restrictions on using Claude for lethal autonomous warfare or
18 mass surveillance of Americans. Anthropic’s perspectives on these matters reflect the company’s
19 founding mission and identity, as well as its longstanding public advocacy regarding the importance
20 of AI safety. Kaplan Decl. ¶¶ 38-39; Heck Decl. ¶ 6.

21 The Department itself understood Anthropic’s advocacy as expressive. Secretary Hegseth,
22 for example, disparaged Anthropic’s position as “rhetoric of ‘effective altruism’” and “corporate
23 virtue-signaling,” reflecting “Silicon Valley ideology.” Mongan Decl. Ex. 15. Anthropic disagrees
24 with those characterizations; but, right or wrong, they undeniably are complaints about Anthropic’s
25 expression and ideas. The Secretarial Order thus “openly acknowledges that [Anthropic] engaged in
26 speech.” *Perkins Coie LLP v. U.S. Dep’t of Justice*, 783 F. Supp. 3d 105, 151-52 (D.D.C. 2025).

27 Second, the Challenged Actions would “deter a person of ordinary firmness in [Anthropic’s]
28 position from speaking again.” *Media Matters for Am. v. Paxton*, 138 F.4th 563, 584 (D.C. Cir.

1 2025) (internal quotation marks omitted). That ““bar is not a high one,”” *Kelly v. Hegseth*, No. CV
2 26-81 (RJL), 2026 WL 391777, *10 (D.D.C. Feb. 12, 2026), and may be satisfied where a
3 government action is “designed to ... chill” “expression,” *Mendocino Env’t. Ctr. v. Mendocino*
4 *Cnty.*, 14 F.3d 457, 464 (9th Cir. 1994). The Challenged Actions here seek to pressure Anthropic to
5 “get [its] act together[] and be helpful,” Mongan Decl. Ex. 14: *i.e.*, to suppress its own views and fall
6 in line with the government’s. *See generally Bantam Books, Inc. v. Sullivan*, 372 U.S. 58, 67 (1963)
7 (First Amendment prohibits “threat of invoking legal sanction[]” where government’s goal is “to
8 achieve the suppression” of disfavored ideas). Like executive orders aimed at deterring law firms
9 from continuing expressive activities, the Challenged Actions “shout[] through a bullhorn”: anyone
10 who advocates for “causes disfavored by President Trump” or Secretary Hegseth “will be
11 punished[.]” *Wilmer Cutler Pickering Hale & Dorr LLP v. Exec. Off. of President*, 784 F. Supp. 3d
12 127, 151 (D.D.C. 2025).

13 Apart from the clear design to chill speech, the seriousness of the sanctions imposed on
14 Anthropic shows that the Challenged Actions would chill the speech of an ordinary company. The
15 Challenged Actions purport to terminate all of Anthropic’s existing government contracts, bar it
16 from future government contracting, and threaten its commercial partners with contract terminations.
17 These punitive actions are already inflicting far-ranging, irreparable injury on Anthropic, *see*
18 Ramasamy Decl. ¶¶ 29-33; Rao Decl. ¶¶ 4-10; Smith Decl. ¶¶ 11-20; *see also infra* Part IV, and they
19 far exceed the severity of other government acts deemed retaliatory. *See, e.g., Riley’s Am. Heritage*
20 *Farms v. Elsassner*, 32 F.4th 707, 723 (9th Cir. 2022) (“threatened or caused pecuniary harm,”
21 including from “cancel[lation]” of government contract, is sufficient); *Media Matters for Am.*, 138
22 F.4th at 581 (being “target of a government ... investigation, a press release, and a sweeping
23 [investigative demand]” suffices).

24 Third, Anthropic’s “protected activity was a substantial or motivating factor in the
25 [government’s] conduct.” *O’Brien*, 818 F.3d at 932. Indeed, the protected activity was the only
26 justification the government offered. The Presidential Directive deemed Anthropic “A RADICAL
27 LEFT, WOKE COMPANY” run by “Leftwing nut jobs.” Mongan Decl. Ex. 14. The Secretarial
28 Order called out the company’s “rhetoric” and “virtue-signaling,” and characterized the Secretary’s

1 actions as resisting the “ideological whims” of the company. *Id.*, Ex. 15. The two-page Secretarial
 2 Letter provided no reasoned explanation for the purported “supply chain risk” designation—tacit
 3 confirmation that the real explanation was a desire to punish Anthropic for its views. *Id.*, Ex. 22. At
 4 bottom, the Secretary threatened Anthropic based on its advocacy of usage limitations; then the
 5 President and the Secretary made good on those threats just after Anthropic publicly announced that
 6 they “do not change [its] position.” *Id.*, Ex. 12.¹

7 The government retaliated against Anthropic for its protected expression, and that alone is
 8 enough to violate the First Amendment. That the government did so because of Anthropic’s specific
 9 viewpoint about AI safety compounds the constitutional problem. *See Pleasant Grove City, Utah v.*
 10 *Sumnum*, 555 U.S. 460, 469 (2009) (“restrictions based on viewpoint are prohibited”); *Rosenberger*
 11 *v. Rector & Visitors of Univ. of Virginia*, 515 U.S. 819, 829 (1995) (“Viewpoint discrimination is ...
 12 an egregious form of content discrimination.”). The government has no legitimate interest in
 13 silencing speech based on its content and viewpoint, let alone a compelling one. *See Crime Justice &*
 14 *Am., Inc. v. Honea*, 876 F.3d 966, 973 (9th Cir. 2017) (government interest is legitimate only if it is
 15 “unrelated to the suppression of expression”). And the government had obvious less restrictive
 16 alternatives to the Challenged Actions: It could have continued operating under the existing terms
 17 that had governed the Department’s use of Anthropic’s tools, including the two usage restrictions. Or
 18 it could have agreed to Anthropic’s offer of an orderly offboarding and procured AI models from
 19 other companies. What it could not do, but did anyway, is punish Anthropic for its speech.

20 **B. The Secretarial Order Violates The Administrative Procedure Act Because It**
 21 **Exceeds The Secretary’s Authority And Lacks Any Reasoned Basis**

22 The APA requires a court to “hold unlawful and set aside” final agency action that is
 23 “arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law,” or is “in
 24 excess of statutory jurisdiction, authority, or limitations, or short of statutory right,” or “without
 25 observance of procedure required by law.” 5 U.S.C. § 706(2)(A), (C), (D). Those bedrock
 26 administrative law principles require, among other things, “that agency action be reasonable and

27 ¹ Given the overwhelming evidence of retaliatory motivation, defendants will not be able to carry
 28 their “burden” to show that the President and the Secretary “would have taken the same action even
 in the absence of the protected conduct.” *O’Brien*, 818 F.3d at 932.

1 reasonably explained.” *FCC v. Prometheus Radio Project*, 592 U.S. 414, 423 (2021); *see also Motor*
2 *Vehicle Mfrs. Ass’n of U.S., Inc. v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 48-49 (1983). The
3 Secretarial Order is subject to those requirements but repeatedly defies them.

4 The Secretarial Order is a final agency action. 5 U.S.C. § 704; *see Bennett v. Spear*, 520 U.S.
5 154, 177-78 (1997). Secretary Hegseth announced “[t]his decision is final,” Mongan Decl. Ex. 15,
6 marking the consummation of the decisional process. “Effective immediately,” the Order purports to
7 direct that “no contractor, supplier, or partner that does business with the United States military may
8 conduct any commercial activity with Anthropic.” *Id.* The Order’s demand of “immediate
9 compliance with [its] terms,” will have—and is having—“immediate” (though unlawful) “effect[s]
10 on” Anthropic’s “day-to-day operations.” *Or. Nat. Desert Ass’n v. U.S. Forest Serv.*, 465 F.3d 977,
11 982, 987 (9th Cir. 2006); *see also Bennett*, 520 U.S. at 178 (action “by which rights or obligations
12 have been determined, or from which legal consequences will flow” (internal quotation marks
13 omitted)). That suffices to establish finality and render the Order subject to APA review, which it
14 cannot survive.²

15 *The Order Exceeds the Secretary’s Statutory Authority.* In 10 U.S.C. § 3252, Congress
16 carefully defined supply chain risks and authorized the Secretary of War to take specific actions to
17 address them. *Id.* § 3252(a), (d)(2). Congress also imposed procedural requirements the Secretary
18 must observe before taking any such actions. *See id.* § 3252(b). The result is a circumscribed grant of
19 authority—and one the Secretarial Order exceeds many times over.

20 First, Section 3252 does not give the Secretary carte blanche to threaten Department
21 contractors who “partner” or “conduct any commercial activity with Anthropic”—even outside the
22 terms of a program covered by a Department contract—as the Order purports to do. Mongan Decl.
23 Ex. 15. Instead, the statute permits the Secretary to “exclud[e]” a “source” (*i.e.*, a contractor or
24 subcontractor) that fails to meet specific standards pertaining to supply chain risk “in the course of
25 conducting a covered procurement”—that is, a procurement by the Department. 10 U.S.C.

26 _____
27 ² The March 4 Secretarial Letter implements and provides Anthropic additional notice of the
28 designation announced in the February 27 Secretarial Order, but it does not purport to rescind or
amend the Order. *Nat’l Urb. League v. Ross*, 508 F. Supp. 3d 663, 703 (N.D. Cal. 2020) (“A final
agency action does not become non-final after it is implemented.”).

1 § 3252(d)(2). In other words, if a company presents a supply chain risk, the Secretary can say
2 (subject to limits discussed below) that he does not want the company working on certain contracts
3 with the Department. But the Secretary has no authority to punish contractors for partnering with
4 that company outside the context of a Department of War contract.

5 Second, the Order goes beyond the scope of the Secretary’s authority even with respect to
6 Department contracts. Congress narrowly defined procurements subject to Section 3252. A “covered
7 procurement” is limited to the acquisition of: (i) “a covered system,” which is an information
8 technology system used for specific intelligence and military purposes; or (ii) a “covered item of
9 supply,” which is an “item of information technology” used in a covered system. *Id.* § 3252(d)(3),
10 (5), (6); *see* 44 U.S.C. § 3552(b)(6)(A)(i); DFARS § 239.7301(1)(v). Taken together, those
11 definitions impose a straightforward constraint: the Secretary may only exclude sources from
12 Department procurements for information technology systems used in specified national-security
13 settings. But the Secretarial Order ignores that limitation. It purports to exclude Anthropic from *all*
14 Department contracts and subcontracts—indeed, from any contract with an entity that “does business
15 with the United States military.” Mongan Decl. Ex. 15. And it does so without regard to whether the
16 contract involves a covered national security system.

17 Third, the Secretary failed to make the determinations Congress require him to make *in*
18 *advance* of a supply chain designation. *See* 10 U.S.C. § 3252(b). Section 3252 authorizes the
19 Secretary to make a supply chain designation “only after” determining in writing that a designation
20 is “necessary to protect national security by reducing supply chain risk.” *Id.* § 3252(b), (b)(2)(A).
21 The Secretary must also determine in writing that “less intrusive measures are not reasonably
22 available to reduce such supply chain risk.” *Id.* § 3252(b)(2)(B). There is no indication that the
23 Secretary made these written determinations in advance of the Secretarial Order. The Secretarial
24 Letter, received by Anthropic six days later, cannot rectify that defect: Section 3252(b)(2) expressly
25 requires the determinations to be made before any designation.

26 Fourth, the Secretarial Order ignores Section 3252’s additional procedural requirements.
27 Before making a supply chain designation, the Secretary must (i) “consult[.]” with relevant
28 Department personnel and (ii) provide “the appropriate congressional committees” both the “risk

1 assessment that serve[d] as the basis” for those determinations and a “discussion of less intrusive
2 measures that were considered and why they were not reasonably available to reduce supply chain
3 risk.” *Id.* § 3252(b)(1), (b)(3)(A)-(B). Again, there is no indication the Secretary took either step in
4 advance of issuing the February 27 Secretarial Order.³

5 *The Order Is Arbitrary and Capricious.* The APA required the Secretary to provide a
6 “reasoned explanation,” *Dep’t of Com. v. New York*, 588 U.S. 752, 785 (2019), in support of any
7 determination that Anthropic is an “adversary” or creates a risk of malign adversary activity, 10
8 U.S.C. § 3252(d)(4); that such a designation is “necessary to protect national security,” *id.*
9 § 3252(b)(2)(A); and that “less intrusive” means “are not reasonably available” to address supply
10 chain risks, *id.* § 3252(b)(2)(B). The Secretary offered no discussion or reasoned explanation about
11 any of these predicates in his February 27 Order.

12 Nor could he have. Anthropic is not an “adversary” of the United States. The Executive
13 Branch has typically reserved such designations for enemies of the United States, including China,
14 Russia, Iran, North Korea, and Cuba. *See* 15 C.F.R. § 791.4(a). Anthropic, by contrast, is an
15 American company incorporated and headquartered in the United States. Its commitment to national
16 defense is evident in its early leadership in this space. Kaplan Decl. ¶¶ 25-27. Although the
17 Secretarial Order pointed to the dispute over Anthropic’s Usage Policy as a basis for the designation,
18 Mongan Decl. Ex. 15, that disagreement is irrelevant to Section 3252 and provides no valid basis for
19 labeling Anthropic an “adversary” or a supply chain risk. Instead, as explained above, the Secretarial
20 Order lays bare a desire to retaliate against Anthropic for protected expression. But retaliatory
21 animus is not a “factor[] ... Congress ... intended” the Department to consider. *State Farm*, 463 U.S.
22 at 43.

23 Nor could the Secretary reasonably determine that a designation is “necessary to protect
24 national security by reducing supply chain risk.” 10 U.S.C. § 3252(b)(2)(A). A “supply chain risk” is
25

26 ³ The Secretarial Order cannot be justified as an exercise of the Secretary’s authority to exclude a
27 source that either “fails to meet qualification standards” relating to supply chain risk or “fails to
28 achieve an acceptable rating with regard to an evaluation factor” relating to the same. 10 U.S.C.
§ 3252(a), (d)(2)(A), (B). Anthropic has not failed to meet any such qualification standards or
evaluation factors, and the Secretary has never asserted otherwise.

1 “the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise
2 subvert” an information system used for national security purposes. *Id.* § 3252(d)(4). The Secretary
3 offered no explanation for how other contractors’ use of Claude could permit an adversary to
4 sabotage or otherwise subvert a national security system.

5 The Secretarial Order is also “internally inconsistent,” a hallmark of “arbitrary and
6 capricious” agency action. *Nat’l Parks Conservation Ass’n v. EPA*, 788 F.3d 1134, 1141 (9th Cir.
7 2015). It purports to label Anthropic a “Risk to National Security,” but mandates that Anthropic
8 remain on the Department’s classified systems for six more months. Compounding the
9 inconsistency, the Order “immediately” requires other Department contractors to stop doing business
10 with Anthropic. None of this adds up. Either Anthropic poses the sort of extraordinary risk justifying
11 an immediate and unprecedented supply chain risk designation, or it is safe for six more months of
12 classified use involving highly sensitive military matters; it cannot be both.

13 Finally, the Secretarial Order did not and could not determine that “less intrusive measures”
14 were “not reasonably available to reduce ... supply chain risk.” 10 U.S.C. § 3252(b)(2)(B). Even if
15 the phrase “supply chain risk” encompassed the Secretary’s stated objection to Anthropic—that its
16 Usage Policy is unduly restrictive—any finding that “less intrusive measures” were “not reasonably
17 available” would be untenable. *Id.* The Secretary could have agreed to Anthropic’s offer to support
18 an orderly offboarding and replaced Claude with other AI models not subject to Anthropic’s policy,
19 a less intrusive step that would have entirely addressed the Secretary’s stated concern.

20 The March 4 Secretarial Letter does not remedy any of these deficiencies. An agency must
21 defend its action based on “the grounds that the agency invoked when it took the action.” *DHS v.*
22 *Regents of the Univ. of Cal.*, 591 U.S. 1, 20 (2020). And while an “agency may elaborate later on
23 that reason (or reasons),” it “may not provide new ones.” *Id.* at 21. The Secretary’s “final” decision
24 on February 27 offered *no* valid grounds for “designat[ing] Anthropic a Supply-Chain Risk to
25 National Security.” Mongan Decl. Ex. 15. There was nothing for the subsequent Letter to elaborate
26 on. In any event, the Letter contains no additional reasoning: it asserts that the statutory predicates
27 have been satisfied, without evidence or explanation. *Id.*, Ex. 22. That is not “[r]easoned
28 decisionmaking.” *Dep’t of Com.*, 588 U.S. at 785.

1 **C. The Challenged Actions Violate Due Process By Purporting To Blacklist**
2 **Anthropic Without Notice Or An Opportunity To Be Heard**

3 The Due Process Clause guarantees that “[n]o person shall ... be deprived of life, liberty, or
4 property without due process of law.” U.S. Const. amend. V. To resolve a due process claim, courts
5 perform a “familiar two-part inquiry,” asking (a) whether the plaintiff has been “deprived of a
6 protected interest,” and (b) “if so, what process” was due. *Logan v. Zimmerman Brush Co.*, 455 U.S.
7 422, 428 (1982); *see also Ralls Corp. v. Comm. on Foreign Inv.*, 758 F.3d 296, 318 (D.C. Cir. 2014).

8 The Challenged Actions deprive Anthropic of at least three constitutionally protected
9 interests. First, the Challenged Actions impair Anthropic’s liberty interest in its “good name,
10 reputation, honor, [and] integrity,” by publicly singling out the company as a threat to national
11 security and then attaching sweeping legal consequences to that designation. *Wisconsin v.*
12 *Constantineau*, 400 U.S. 433, 437 (1971); *see also FCC v. Fox Television Stations, Inc.*, 567 U.S.
13 239, 256 (2012) (government must provide process before issuing “findings” that “could have an
14 adverse impact on [an organization’s] reputation”). Second, by purporting to direct that “no
15 contractor, supplier, or partner that does business with the United States military may conduct any
16 commercial activity with Anthropic,” Mongan Decl. Ex. 15, the Secretarial Order deprives
17 Anthropic of its property interest in its contractual relationships with its customers and the
18 government. *See Al Haramain Islamic Found. v. U.S. Dep’t of Treasury*, 686 F.3d 965, 973, 979-80
19 (9th Cir. 2011) (designation as “specially designated global terrorist” severely burdened property
20 rights by purporting to bar business dealings with designee). Finally, by purporting to exclude
21 Anthropic from contracting with any federal agency (apparently indefinitely), the Presidential
22 Directive accomplishes a de facto debarment that infringes on Anthropic’s liberty interest in
23 pursuing its chosen trade. *See Trifax Corp. v. District of Columbia*, 314 F.3d 641, 643-44 (D.C. Cir.
24 2003) (“Debarring a corporation from government contract bidding constitutes a deprivation of
25 liberty that triggers the procedural guarantees of the Due Process Clause.”).

26 Anthropic had “the right to know the factual basis for” these actions and to have a
27 meaningful “opportunity to rebut” them. *Ralls Corp.*, 758 F.3d at 318. It was afforded neither. No
28 government official identified to Anthropic any risk or concern that could be the basis for a proper
Section 3252 designation—not during its 18-month vetting process for Top Secret facility security

1 clearance and personnel clearances, not during FedRAMP authorization at the highest security
2 levels, not during discussions in which the Secretary praised Claude’s “exquisite capabilities” and
3 said the Department “would love to work with” Anthropic, and not when the Secretary first
4 threatened Anthropic’s CEO with a designation. Heck Decl. ¶¶ 12, 15; Ramasamy Decl. ¶¶ 9-10.
5 When the Presidential Directive and Secretarial Order finally issued, Anthropic first learned of them
6 from social media “and was not provided the opportunity to clear its name.” *Susman Godfrey LLP v.*
7 *Exec. Off. Pres.*, 789 F. Supp. 3d 15, 51 (D.D.C. 2025). The Secretarial Letter, which arrived a week
8 later, did not cure this problem: it was delivered after the deprivation had already occurred and still
9 provided Anthropic no understanding of the factual basis for the designation.⁴

10 And to the extent any process did occur out of public view, it is clear that its outcome was
11 fatally predetermined. Where a “disinterested observer may conclude that [a decisionmaker] has in
12 some measure adjudged the facts as well as the law of a particular case in advance of hearing it,” due
13 process is violated. *Cinderella Career & Finishing Schs. Inc. v. FTC*, 425 F.2d 583, 591 (D.C. Cir.
14 1970); *Matthews v. Harney Cnty.*, 819 F.2d 889, 893 (9th Cir. 1987) (due process is violated where
15 the decisionmaker had “irrevocably decided” on outcome before party was heard). The timing and
16 terms of the Challenged Actions establish that Anthropic’s perceived “ideology” drove the
17 decisionmaking—instead of a fair application of the law to the facts. Due process demands “not only
18 ... every element of fairness but” the “appearance of ... fairness.” *Cinderella*, 425 F.2d at 591. The
19 Challenged Actions fail on both counts.

20 **D. The Challenged Actions Violate The Separation Of Powers And Exceed The**
21 **Scope Of The Executive’s Authority**

22 The Challenged Actions are unlawful for an additional reason: they are *ultra vires*. The
23 Executive’s authority to act “must stem either from an act of Congress or from the Constitution
24 itself,” *Youngstown Sheet & Tube Co. v. Sawyer*, 343 U.S. 579, 585 (1952). No statute authorizes the
25 President or his agency heads to blacklist a private company. To the contrary, the federal debarment
26 framework expressly prohibits the use of debarment “for purposes of punishment,” 48 C.F.R.

27 ⁴ The Letter described an opportunity for Anthropic to submit a “request for reconsideration,” but
28 reiterated that the Section 3252 designation was “effective immediately.” With the designation
already in effect, and no factual basis to address, that purported process amounts to a charade.

1 § 9.402(b), and the President cannot circumvent that limitation by proclamation. *See Joint Anti-*
2 *Fascist Refugee Comm. v. McGrath*, 341 U.S. 123, 136 (1951). Because the executive actions
3 challenged here are incompatible with the will of Congress, the Executive’s authority “is at its
4 lowest ebb,” *Youngstown*, 343 U.S. at 637 (Jackson, J., concurring), and can be sustained only if
5 rooted in inherent constitutional authority or longstanding executive practice. Yet nothing in Article
6 II or in the history of executive action permits the Executive Branch to coerce a private company
7 into abandoning its safety policies by threatening it with a government-wide boycott.

8 **II. The Challenged Actions Inflict Irreparable Harm On Anthropic By Punishing It For**
9 **Speech And Damaging Its Reputation And Business Relationships**

10 The Challenged Actions inflict immediate and irreparable harm on Anthropic, in the form of
11 constitutional, reputational, and economic injuries. Anthropic has already suffered profound damage
12 to its reputation in the eyes of customers, commercial and other partners, and the public. Its business
13 relationships with partners in the defense sector have been damaged as government contractors
14 pause or delay national security contracts. Its relationships with other customers are imperiled,
15 owing to uncertainty stemming from the overreach of the Secretarial Order. Absent preliminary
16 relief, it will continue to suffer enormous and irreversible injury in the days and weeks ahead.

17 *Constitutional Injuries.* Because the Challenged Actions violate the First Amendment and the
18 Due Process Clause, irreparable harm “follows inexorably.” *Hernandez v. Sessions*, 872 F.3d 976,
19 995 (9th Cir. 2017); *see also Elrod v. Burns*, 427 U.S. 347, 373 (1976) (opinion of Brennan, J.) (First
20 Amendment violations “constitute[] irreparable injury”). Nothing more is needed.

21 *Reputational Injuries.* The Challenged Actions also risk imminent, ongoing damage to
22 Anthropic’s reputation and institutional standing—intangible harms that generally qualify as
23 irreparable because they cannot be easily remedied later. *E.g., Rent-A-Ctr., Inc. v. Canyon Television*
24 *& Appliance Rental, Inc.*, 944 F.2d 597, 603 (9th Cir. 1991); *Arizona Dream Act Coal. v. Brewer*,
25 757 F.3d 1053, 1068 (9th Cir. 2014). The Challenged Actions convey an unmistakable, official
26 message: Anthropic is a threat; Anthropic is disfavored by the Administration; and businesses that
27 associate with it do so at their peril. Smith Decl. ¶ 5; *see Stuhlberg Int’l Sales Co. v. John D. Brush*

1 & Co., 240 F.3d 832, 841 (9th Cir. 2001); *Regents of Univ. of Cal. v. Am. Broad. Companies*, 747
2 F.2d 511, 519-20 (9th Cir. 1984).

3 In branding Anthropic as a “Radical Left AI company” and its employees as “Leftwing nut
4 jobs,” for example, the Presidential Directive stigmatizes the company. Smith Decl. ¶ 9; Mongan
5 Decl. Ex. 14. That stigma is not confined to government procurement. Because Anthropic’s business
6 depends on an interconnected network of relationships—government agencies, commercial partners,
7 cloud providers, and customers—damage to its reputation in one domain predictably spills into
8 others. Smith Decl. ¶ 5. And once the government has publicly cast doubt on a company’s
9 trustworthiness and “patrioti[sm],” that reputational harm is not easily contained or remedied. *Id.*
10 ¶ 10; Mongan Decl. Ex. 15. Every day the Challenged Actions remain in place, they deepen the
11 reputational damage. *See* Smith Decl. ¶¶ 5-10, 21.

12 *Loss of Core Business Relationships in the Defense Sector.* The Challenged Actions also
13 directly damage Anthropic’s relationships with private partners in the defense sector. That includes
14 both Department of War contractors with which Anthropic partners on government work and
15 commercial partners embedded in the national-security sector. Ramasamy Decl. ¶¶ 31-33. These
16 relationships were developed over years through sustained investment, trust-building, and
17 engagement, and they are integral to Anthropic’s ability to support the company’s growth as well as
18 U.S. national-security objectives. Smith Decl. ¶¶ 12, 21. The Challenged Actions risk rupturing
19 those relationships. Shortly after the Presidential Directive, the Department affirmatively contacted
20 some of Anthropic’s partners, leaving them concerned about continuing to work with the company.
21 *Id.* ¶ 14; Ramasamy Decl. ¶ 30. Some partners delayed or paused several national security contracts
22 or business engagements already in active development with Anthropic. Ramasamy Decl. ¶ 33. In a
23 sector where counterparties are risk-averse and dependent on government contracting, the
24 appearance of regulatory or political disfavor can be sufficient to coerce disengagement. Ramasamy
25 Decl. ¶ 33; Smith Decl. ¶¶ 8-10. These are not the kind of economic for which “adequate
26 compensatory relief will be available in the course of litigation.” *Goldie’s Bookstore, Inc. v. Sup. Ct.*
27 *of Calif.*, 739 F.2d 466, 471 (9th Cir. 1984).
28

1 *Economic Harm.* The threatened loss of prospective customers or goodwill “certainly
2 supports a finding of” irreparable harm. *Stuhlberg*, 240 F.3d at 841. Although the Secretary has no
3 authority to restrict private companies from doing business with Anthropic outside the context of
4 Department of War contracts, *see supra* Part I.A.2, the Challenged Actions have created pervasive
5 uncertainty about whether any continued engagement with Anthropic is lawful or advisable. Smith
6 Decl. ¶¶ 14-20; Rao ¶ 4. In particular, the Secretary’s statement that “no contractor, supplier, or
7 partner that does business with the United States military may conduct any commercial activity with
8 Anthropic” has created “deep fear, confusion, and doubt” among many customers and partners about
9 the repercussions of associating with the company. Smith Decl. ¶¶ 14-20; Mongan Decl. Ex. 15. The
10 resulting threat to Anthropic’s business has been immediate. Anthropic has received inquiries from
11 more than one hundred enterprise customers representing hundreds of millions of dollars of annual
12 revenue. Smith Decl. ¶¶ 16-20; Rao Decl. ¶ 6. Many of these customers have indicated they may
13 cancel or seek new terms in their contracts with Anthropic. Smith Decl. ¶¶ 16-20. All told, the
14 Challenged Actions threaten to substantially shrink or altogether eliminate Anthropic’s public sector
15 business revenues—which amount to hundreds of millions of dollars. Ramasamy Decl. ¶¶ 32-33.

16 Across Anthropic’s entire business, for 2026, the Challenged Actions put even more of the
17 company’s revenues at risk, to the tune of hundreds of millions, or even multiple billions, of dollars.
18 Rao Decl. ¶ 6. That scale of disruption risks setting in motion a cycle in which lost revenue
19 undermines investor confidence, which in turn constrains the resources needed to sustain
20 Anthropic’s ability to develop the next generation of AI models. *Id.* ¶¶ 7-9. And because sovereign
21 immunity precludes Anthropic from obtaining compensatory relief from the government, that
22 economic harm is irreparable. *E. Bay Sanctuary Covenant v. Biden*, 993 F.3d 640, 677 (9th Cir.
23 2021); *California v. Azar*, 911 F.3d 558, 581 (9th Cir. 2018).

24 **III. The Remaining Equitable Factors Decisively Favor Anthropic**

25 The remaining factors—the balance of equities and the public interest—“merge” in litigation
26 against the government. *Nken v. Holder*, 556 U.S. 418, 435 (2009). Because Anthropic has
27 established a likelihood of success on its constitutional and statutory claims, it has “also established
28 that both the public interest and the balance of the equities favor” preliminary relief. *Arizona Dream*

1 *Act Coalition*, 757 F.3d at 1069. It is neither “equitable” nor “in the public’s interest” to permit
2 violations of “federal law”; “the public interest and the balance of the equities favor prevent[ing] the
3 violation of a party’s constitutional rights.” *Id.*

4 Beyond that, weighed against the imminent and irreparable injury to Anthropic, the
5 government will not be harmed by preliminary relief. The government has not identified any
6 legitimate, non-retaliatory interest served by the Challenged Actions. And Anthropic has committed
7 to assist the Department in an orderly transition in the event that the Department elects to no longer
8 contract with Anthropic. Heck Decl. ¶ 11. Preliminary relief would not require the Department to
9 deal with Anthropic, even though the Secretary has made clear that the Department prefers to
10 continue using Claude for up to six months. Nor would preliminary relief require any other federal
11 agency to deal with Anthropic on terms the agency does not prefer. It would simply enjoin
12 Defendants from implementing a government-wide ban on using Anthropic’s technology and the
13 Secretarial Order’s purported bar on military contractors and partners doing business with
14 Anthropic. Enjoining those unlawful actions—and preserving the status quo prior to the Challenged
15 Actions—would impose no injury on the government.

16 Finally, the broader public interest would be served by enjoining the government’s unlawful,
17 retaliatory acts. The Challenged Actions put every company and potential government contractor on
18 notice that speaking out about the limitations of its own product or services, or declining to accede to
19 a government demand that the company abandon its foundational principles, can lead to swift and
20 punishing retaliation. The public has a profound interest in ensuring that the government cannot
21 abuse federal contracting authority to punish private companies in that way.

22 CONCLUSION

23 This Court should grant the emergency relief specified in the attached proposed order.

24
25 Date: March 9, 2026

/s/ Michael J. Mongan

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