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6 CITY AND COUNTY OF SAN  
7 FRANCISCO, et al.,

8 Plaintiffs,

9 v.

10 DONALD J. TRUMP, et al.,

11 Defendants.

12 Case No. [25-cv-01350-WHO](#)

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**ORDER GRANTING SECOND  
MOTION FOR PRELIMINARY  
INJUNCTION AND RULING ON  
PROPRIETY OF HUD CONTINUUM  
OF CARE AND FORMULA GRANT  
CONDITIONS**

29 Re: Dkt. No. 177

30 On April 24, 2025, I granted a Preliminary Injunction to plaintiffs San Francisco, Santa  
31 Clara, and fourteen other cities and counties<sup>1</sup> that maintain policies placing them within the  
32 definition of “sanctuary jurisdictions,” because I determined that the Cities and Counties are likely  
33 to succeed on the merits of their claims that defendants’ actions with respect to the enjoined  
34 executive orders and related agency directives were unconstitutional violations of the separation of  
35 powers and spending clause doctrines and violated the Fifth Amendment, Tenth Amendment and  
36 Administrative Procedure Act (“APA”), 5 U.S.C. § 551 *et seq.* Dkt. No. 111 (the “Preliminary  
37 Injunction”).<sup>2</sup> This Order extends the Preliminary Injunction to include the new plaintiffs  
38 recently added in the Second Amended Complaint (“SAC”).<sup>3</sup> The defendants offered no

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1 opposition to this extension other than that the Order granting the Preliminary Injunction was  
2 wrong in the first place. That issue is on appeal.

3 This Order also addresses the parties' dispute over whether conditions imposed by the  
4 Department of Housing and Urban Development ("HUD") on Continuum of Care ("CoC") grants  
5 violate the Preliminary Injunction because they implement the enjoined sections of EO 14,218 to  
6 impose immigration-related conditions wholesale on grants unrelated to immigration enforcement.  
7 Dkt. No. 143 (Joint Letter Brief). I had delayed ruling on that to give defendants time to brief  
8 whether the CoC grants shared a nexus with immigration enforcement. Dkt. No. 147 (Order  
9 Regarding Disputes Over Propriety of Standard Conditions on Federal Grants). Further briefing  
10 did not reveal any nexus. The Preliminary Injunction reaches the HUD CoC grants. Finally, the  
11 Preliminary Injunction also reaches the HUD Community Development Block Grant ("CDBG")  
12 programs—non-competitive grants that support some plaintiffs' services to address homelessness  
13 and boost economic development—because there too, HUD has imposed conditions that  
14 implement the enjoined language of Executive Order 14,218 upon grants that lack a nexus with  
15 immigration enforcement.

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18 Albuquerque ("Albuquerque"), County of Allegheny ("Allegheny County"), City of Baltimore  
19 ("Baltimore"), City of Bend ("Bend"), City of Benicia ("Benicia"), City of Berkeley ("Berkeley"),  
20 City of Boston ("Boston"), City of Cambridge ("Cambridge"), City of Cathedral City ("Cathedral  
21 City"), City of Chicago ("Chicago"), City of Columbus ("Columbus"), City of Culver City  
22 ("Culver City"), County of Dane ("Dane County"), City and County of Denver ("Denver"), City  
23 of Healdsburg ("Healdsburg"), County of Hennepin ("Hennepin County"), City of Los Angeles  
24 ("Los Angeles"), County of Marin ("Marin County"), City of Menlo Park ("Menlo Park"),  
Multnomah County, City of Pacifica ("Pacifica"), City of Palo Alto ("Palo Alto"), City of  
Petaluma ("Petaluma"), Pierce County, City of Richmond ("Richmond"), City of Rochester  
("Rochester"), City of Rohnert Park ("Rohnert Park"), County of San Mateo ("San Mateo  
County"), City of Santa Rosa ("Santa Rosa"), County of Sonoma ("Sonoma County"), City of  
Watsonville ("Watsonville"), and City of Wilsonville ("Wilsonville"). Dkt. No. 186 (Order on  
Motion to Amend and Motion to Expedite).

25 The SAC also added two new defendants: the United States Office of Management and Budget;  
26 and Russell Vought in his capacity as Director of the Office of Management and Budget. They  
join original defendants Donald J. Trump, President of the United States; the United States; the  
27 United States Department of Justice; Pamela Bondi in her official capacity as Attorney General of  
the United States; Kristi Noem in her official capacity as Secretary of the Department of  
Homeland Security; Emil Bove in his capacity as Acting Deputy Attorney General of the United  
28 States; and the United States Department of Homeland Security ("DHS").

**1 ORDER GRANTING SECOND PRELIMINARY INJUNCTION**

2 The Preliminary Injunction blocks the first sentence of Section 17 of Executive Order  
3 14,159 (“Protecting the American People Against Invasion”) (hereafter, “EO 14,159”), Section  
4 2(a)(ii) of Executive Order 14,218 (“Ending Taxpayer Subsidization of Open Borders”) (hereafter,  
5 “EO 14,218”) (together the “2025 Executive Orders”) and the Preamble and Section 1 of the  
6 February 5, 2025, Memorandum from the Attorney General entitled “Sanctuary Jurisdictions  
7 Directives,” (the “Bondi Directive”). On May 9, 2025, I made clear that Executive Orders and  
8 related executive actions issued and undertaken in the wake of the Preliminary Injunction (e.g.  
9 Section 3 of Executive Order 14,287 and the agency directives that flowed from it) could not be  
10 used as end runs around it. Dkt. No. 136 (Clarifying Order).

11 The plaintiffs now move for a second preliminary injunction that precisely mirrors the first  
12 to protect the new plaintiffs too. *See* Motion for a Second Preliminary Injunction (“Second PI  
13 Motion”) [Dkt. No. 177]. The new plaintiffs have each alleged similar reliance on federal funding  
14 as the Cities and Counties and filed declarations showing similar harms to community health,  
15 welfare and social services and to their budgetary processes that depend on the regularly  
16 authorized grants of federal funding for a variety of critical needs. *See* SAC ¶¶ 82-321; *see e.g.*  
17 Declaration of Y. Sanchez [Dkt. No. 177-5] ¶ 14; Declaration of H. Medina [Dkt. No. 177-7] ¶ 10;  
18 Declaration of F. Leach [Dkt. No. 177-10] ¶¶ 24-26; Declaration of E. King [Dkt. No. 177-12] ¶  
19 15; Declaration of A. Groffenberger [Dkt. No. 177-15] ¶ 12; Declaration of T. Maulawin [Dkt.  
20 No. 177-19] ¶¶ 13-31. Defendants offer no opposition to entry of the expanded Preliminary  
21 Injunction except to say that the Order granting the Preliminary Injunction and Further Order were  
22 wrongly decided in the first place and *no* plaintiff is entitled to the relief sought. Both in the  
23 defendants’ response to the Second PI Motion and at the hearing, counsel for the defendants  
24 accepted that the Second PI Motion is subject to the same analysis as the plaintiffs’ first  
25 preliminary injunction request was.

26 Consequently, I will grant the plaintiffs’ request for the expanded Preliminary Injunction  
27 for the same reasons that I issued the Preliminary Injunction originally. The challenged sections  
28 of Executive Orders 14,159 and 14,218, and the executive actions that have parroted them threaten

1 to withhold all federal funding from the plaintiffs as sanctuary jurisdictions if they do not adapt  
2 their policies and practices to conform with the Trump administration's preferences. That  
3 coercive threat (and any actions agencies take to realize that threat, or additional Executive Orders  
4 the President issues to the same end) is unconstitutional, so I enjoined its effect. I do so again  
5 today for the protection of the new parties in this case.

6 For the foregoing reasons, the plaintiffs' Second Motion for Preliminary Injunction is  
7 **GRANTED**. Defendants and their officers, agents, servants, employees, and attorneys, and any  
8 other persons who are in active concert or participation with them, are enjoined from directly or  
9 indirectly taking any action to withhold, freeze, or condition federal funds based on (1) the first  
10 sentence of Section 17 of Executive Order 14,159 ("EO 14,159"); (2) Section 2(a)(ii) of Executive  
11 Order 14,218 ("EO 14,218"); (3) the February 5, 2025 memorandum from the Attorney General  
12 entitled "Sanctuary Jurisdictions Directives" (the "Bondi Directive"); or (4) any other Executive  
13 Order or Government action that poses the same coercive threat to eliminate or suspend federal  
14 funding based on the Government's assertion that a jurisdiction is a "sanctuary jurisdiction," on  
15 the basis that the jurisdiction has policies that limit (i) the honoring of civil immigration detainer  
16 requests; (ii) cooperation with administrative warrants for purposes of immigration enforcement;  
17 (iii) the sharing of information with federal immigration authorities other than immigration or  
18 citizenship status; (iv) the use of local law enforcement to arrest or detain individuals solely for  
19 civil immigration violations; or (v) the use of local resources to assist with civil immigration  
20 enforcement activities.<sup>4</sup>

21 **ORDER REGARDING PROPERTY OF HUD CONTINUUM OF CARE GRANTS**

22 The parties dispute whether the Preliminary Injunction reaches the challenged HUD  
23 Continuum of Care grant agreement conditions. It does.

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<sup>4</sup> For the avoidance of doubt, this expanded Preliminary Injunction is identical to the Preliminary  
27 Injunction issued on April 24, 2025, except that it now covers all of the plaintiffs named in the  
28 SAC, and requires compliance by all defendants, new and old. Because the substance is identical,  
I do not differentiate between the original and expanded Preliminary Injunction in this Order; they  
are one in the same.

1                   **A.     FY2024 HUD CoC grant agreements**

2                   Congress enacted the McKinney-Vento Homeless Assistance Act (the “Assistance Act”) to  
3 “meet the critically urgent needs of the homeless of the Nation” by providing “funds for programs  
4 to assist the homeless, with special emphasis on elderly persons, handicapped persons, families  
5 with children, Native Americans, and veterans.” 42 U.S.C. § 11301(b)(2)-(3). Congress, through  
6 the Assistance Act, provides federal funding to several programs, including the Continuum of  
7 Care (“CoC”) program, which is designed to “assist individuals (including unaccompanied youth)  
8 and families experiencing homelessness” by providing services “to help such individuals move  
9 into transitional and permanent housing, with the goal of long-term stability.”<sup>5</sup> HUD is responsible  
10 for administering the CoC program.

11                   The FY2024 HUD CoC grant agreement containing the condition that the plaintiffs  
12 challenge states that “[n]o state or unit of general local government that receives funding under  
13 this grant may use that funding in a manner that by design or effect facilitates the subsidization or  
14 promotion of illegal immigration or abets policies that seek to shield illegal aliens from  
15 deportation.” Dkt. No. 143, Attachment M. In the June 23, 2025, Order Regarding Disputes Over  
16 Propriety of Standard Conditions on Federal Grants, I acknowledged the distinction between the  
17 conditions on HUD CoC grants (which conditioned the use of funds already received upon  
18 compliance with federal immigration law) and the DHS and DOT standard conditions (which  
19 conditioned the receipt of funds upon the same). I pointed out that the defendants had “not yet  
20 attempted” to show the required nexus between the HUD CoC grant programs upon which the  
21 defendants sought to impose the challenged condition and immigration enforcement. I gave the  
22 defendants additional time and briefing space to show, if they could, the required nexus. None  
23 emerged.

24                   **B.     The Preliminary Injunction reaches the challenged provision of the FY2024  
25                    HUD CoC grant agreement**

26                   The substantive question of whether HUD is properly withholding HUD CoC grants is

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28                   <sup>5</sup> Continuum of Care (CoC) Program Eligibility Requirements, HUD Exchange,  
https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/, last accessed  
June 19, 2025.

1 pending before the Hon. Barbara Rothstein in the District of Washington in *King County v.*  
2 *Turner*, where Judge Rothstein has enjoined HUD and its officers, agents, servants, employees and  
3 attorneys, and any other persons who are in active concert or participation with them, from  
4 imposing the challenged HUD CoC grant conditions.<sup>6</sup> – F. Supp. 3d. –, 2025 WL 1582368 (W.D.  
5 Wash. June 3, 2025) (First Preliminary Injunction in *King County*), *appeal docketed*, No. 25-3664  
6 (9th Cir., June 10, 2025); 2025 WL 2322763 (W.D. Wash. Aug. 12, 2025) (Third Preliminary  
7 Injunction in *King County*). Twenty nine (29) of the plaintiffs in this case are covered by those  
8 injunctions, seventeen (17) are not. Suffice it to say, I agree in full with Judge Rothstein’s  
9 opinion. That goes a long way to resolve the dispute here. But what I must still address is  
10 whether the Preliminary Injunction in this case, which specifically enjoins actions based on “(1)  
11 the first sentence of Section 17 of Executive Order 14,159 (“EO 14,159”); (2) Section 2(a)(ii) of  
12 Executive Order 14,218 (“EO 14,218”); (3) the February 5, 2025 memorandum from the Attorney  
13 General entitled “Sanctuary Jurisdictions Directives” (the “Bondi Directive”); or (4) any other  
14 Executive Order or Government action that poses the same coercive threat to eliminate or suspend  
15 federal funding based on the Government’s assertion that a jurisdiction is a ‘sanctuary  
16 jurisdiction,’” has been violated.

17 In plaintiffs’ letter brief regarding the propriety of conditions imposed on the subject HUD  
18 CoC grants, they challenge a condition in the FY2024 HUD CoC grant agreement that mirrors the  
19 enjoined language of EO 14,218. The condition provides: “No state or unit of general local  
20 government that receives funding under this grant may use that funding in a manner that by design

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22 \_\_\_\_\_  
23 <sup>6</sup> Specifically, Judge Rothstein enjoined the HUD Defendants from “(1) imposing or enforcing the  
24 CoC Grant Conditions … or any materially similar terms or conditions with respect to any CoC  
25 funds awarded to the HUD Plaintiffs or members of their Continuums; (2) as to the HUD  
26 Plaintiffs, rescinding, withholding, cancelling, or otherwise not processing any CoC Agreements,  
27 or pausing, freezing, impeding, blocking, cancelling, terminating, delaying, withholding, or  
28 conditioning CoC funds, based on such terms or conditions, including without limitation failing or  
refusing to process and otherwise implement grants signed with changes or other objection to  
conditions enjoined by this preliminary injunction; (3) requiring the HUD Plaintiffs to make any  
“certification” or other representation related to compliance with such terms or conditions; or (4)  
refusing to issue, process, or sign CoC Agreements based on HUD Plaintiffs’ participation in this  
lawsuit.” – F. Supp. 3d. –, 2025 WL 1582368 (W.D. Wash. June 3, 2025). Judge Rothstein then  
issued a Third Preliminary Injunction in *King County* to protect newly added plaintiffs in that  
case. 2025 WL 2322763 (W.D. Wash. Aug 12, 2025). The government has appealed.

1 or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek  
2 to shield illegal aliens from deportation.” Dkt. No. 143 (Attachment M) (the “challenged  
3 condition”). They assert that the challenged condition violates the Preliminary Injunction because  
4 it imposes immigration-related conditions on funding for a program that lacks a nexus with  
5 immigration enforcement. *See* Dkt. No. 143 (Joint Letter Brief) 4.

6 If there were any uncertainty as to the origin of the challenged condition, the letter from  
7 HUD Secretary Scott Turner on April 4, 2025, to “HUD Grantees and Stakeholders” confirms that  
8 the quoted language in the grant agreement arises from EO 14,218. Dkt. No. 95-1 at 90 (April 4,  
9 2025, the “Turner letter”). In that letter, Turner states that he “directed HUD senior leadership to  
10 review our programs and institute mechanisms that can ensure that HUD programs are compliant  
11 with … Executive Order [14,218]. For example, going forward, grant agreements will include  
12 language that will require compliance with Executive Order 14,218, and the Department will take  
13 steps to ensure that Federal resources are not used to support ‘sanctuary’ policies of State and local  
14 jurisdictions that actively prevent federal authorities from deporting illegal aliens.” *Id.* The timing  
15 of that letter, hard on the heels of the subject Executive Orders, and its direction that grant  
16 agreements incorporate the language of the enjoined section of that Executive Order 14,218,  
17 leaves little doubt that Secretary Turner intended to implement the Executive Order.

18 In my Order Regarding Disputes Over Propriety of Standard Conditions on Federal Grants,  
19 I directed the parties to provide more briefing on whether the HUD CoC grants shared a nexus  
20 with immigration enforcement such that the utilization of the language from EO 14,218 to impose  
21 conditions upon those grants might not be obviously unlawful. Defendants offered several  
22 responses, none of which address the nexus question I posed. *See* Defendants’ Response to  
23 Court’s Order (“Gov’t Response”) [Dkt. No. 166]. I take this omission as a concession that there  
24 is no nexus. But I will address the defendants’ alternative arguments for why the Preliminary  
25 Injunction should not apply to the challenged condition, none of which has merit.

26 First, they (briefly) argue that the challenged condition should not be enjoined because it is  
27 a condition on the use of awarded funds, not a condition on the receipt of funds. *See* Gov’t  
28 Response 2. At oral argument, counsel for defendants expanded on this argument, contending that

1 the language of the Preliminary Injunction (enjoining the defendants from taking action to  
2 withhold, freeze, or condition Federal funds from the plaintiffs) implies that the injunction only  
3 reaches conditions placed on receipt of those funds, and does not reach conditions placed on their  
4 use. That obtusely narrow interpretation is wrong. *See* Dkt. No. 136 (Clarifying Order) 4 (“[t]he  
5 Government cannot avoid liability down the line by ‘hewing to the narrow letter of the injunction’  
6 while ‘simultaneously ignoring its spirit.’”) (quoting *Inst. of Cetacean Research v. Sea Shepard  
7 Conserv. Soc'y*, 774 F.3d 935, 954 (9th Cir. 2014)). I issued the Preliminary Injunction to prevent  
8 the defendants from taking actions with respect to federal funding for so-called sanctuary  
9 jurisdictions that fall outside of the bounds of the Constitution, particularly because of their overly  
10 coercive effect. It bars the defendants (and their officers, agents, servants, employees, and  
11 attorneys, and any other persons in active concert or participation with them) from, in relevant  
12 part, taking any action to withhold, freeze, or condition federal funds from the Cities and Counties  
13 based on Section 2(a)(ii) of Executive Order 14,218. The challenged HUD CoC grant agreement  
14 condition, of course, would require adherence to Section 2(a)(ii) of EO 14,218 to receive federal  
15 funds. *Compare* 90 Fed. Reg. 10581 with Dkt. 68, at Ex. 1, p. 3; Dkt. 143, Attachment M, at p. 2;  
16 *see also* Further Order at 56-57 (finding Section 2(a)(ii) to be unconstitutionally ambiguous for  
17 purposes of the Fifth Amendment). Secretary Turner’s letter shows that HUD’s express purpose  
18 in inserting the challenged condition into the FY2024 HUD CoC and other grant agreements was  
19 to implement the enjoined section of EO 14,218. *See* Further Order 8; *see discussion supra*.  
20 Whether that condition applies to the receipt of the grant funds or to their use is immaterial: the  
21 effect is to coerce jurisdictions into changing their local policies to adhere to federal ones. When  
22 it comes to applying the Preliminary Injunction, it is a distinction without a difference.

23 Second, defendants insist that the conditions are lawful because they are consistent with  
24 provisions of the Homeless Assistance Act, 42 U.S.C. § 11386(b), which predates the Preliminary  
25 Injunction and requires a recipient of HUD funds to enter into an agreement with HUD, accepting  
26 specific conditions, before the HUD Secretary may disburse CoC grant funds. *See* Gov’t  
27 Response 1. The defendants argue that “both this language and the immigration laws upon which  
28 the conditions are based preceded the challenged Executive Orders” and “such discretionary

1 language has routinely been used by HUD to require certification that recipients comply with  
2 federal anti-discrimination laws.” *Id.* 1-2. This contention bears no weight. Set aside, for now,  
3 that HUD has posted to its website its current “Administrative Requirements” for grantees<sup>7</sup>, and  
4 that list makes no mention of § 11386(b)(8)—it identifies the Personal Responsibility and Work  
5 Opportunity Reconciliation Act of 1996 (“PRWORA”) and EO 14,218, only. Even if §  
6 11386(b)(8) *were* the source of the challenged condition, it does not help the defendants’  
7 argument.

8 The defendants say that “[s]ection 11386(b)(8) squarely encompasses the challenged  
9 funding condition, as it aims to ensure that grant funds are not used for unlawful purposes—such  
10 as providing services to individuals who are not eligible under federal law, including illegal  
11 aliens.” Gov’t Response 3. That subpart of the Assistance Act is one of several conditions in 42  
12 U.S.C. § 11386(b) to which grant recipients must agree. Among them are conditions requiring  
13 recipients “to monitor and report to the Secretary the progress of the project”; “to ensure ... that  
14 individuals and families experiencing homelessness are involved” in the project; and to “monitor  
15 and report” the receipt of any matching funds. The subpart relied upon by defendants requires a  
16 HUD grant recipient “to comply with such other terms and conditions as the Secretary may  
17 establish to carry out this part in an effective and efficient manner.” 42 U.S.C. § 11386(b)(8).

18 None of the conditions in § 11386(b) are remotely akin to the condition the plaintiffs  
19 challenge here. Substantive conditions—like those that prohibit HUD CoC grant recipients from  
20 using their funds “in a manner that by design or effect facilitates the subsidization or promotion of  
21 illegal immigration or abets policies that seek to shield illegal aliens from deportation”—are not  
22 “of the same kind” as conditions requiring grant recipients to monitor and report on their  
23 program’s progress, or involve individuals and families experiencing homelessness in those  
24 programs. The defendants in *King County* made a similar argument, which Judge Rothstein  
25 soundly rejected. *See King County*, -- F. Supp. 3d. --, 2025 WL 1582368, at \*15.

26 The defendants contend that were I to find that the Preliminary Injunction reached the  
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28 <sup>7</sup> Available at <https://www.hud.gov/stat/cfo/policy-requirements> (last visited August 19, 2025).

1 challenged provision of the FY2024 HUD CoC grant agreement, I would be encroaching into the  
2 agency’s discretion to ensure its programs run properly. They invoke the canon *ejusdem generis*,  
3 or “of the same kind,” to argue that this canon “confirms that the [HUD Secretary] has broad  
4 authority to impose a range of conditions on CoC recipients, from the ministerial to the  
5 substantive, so long as they are designed to enhance the program’s efficiency and effectiveness,  
6 which necessarily include Congressional and case law mandate.” Gov’t Response 3. Instead of  
7 encroaching on the Secretary’s discretion, I am simply requiring him to abide by his oath to  
8 support and defend the constitution and laws of the United States. The Preliminary Injunction  
9 intends to restrain the defendants from coercing the plaintiffs to change policies that the Tenth  
10 Amendment reserves for the plaintiffs to develop and enforce.

11 Third, contrary to the defendants’ contention, PRWORA does not permit the challenged  
12 CoC grant condition. Defendants argue that since “under the [PRWORA] federal public benefits,  
13 including the housing and supportive services provided through the CoC program, are only  
14 available to U.S. citizens and aliens with a qualifying immigration status,” the challenged CoC  
15 conditions “enforce PRWORA’s purpose” by “[e]ssentially . . . ensur[ing] compliance with  
16 already-existing statutory restrictions,” meaning that Secretary Turner is “acting within the  
17 authority granted to him by Congressional mandate and section 11386(b)(8)” when he enforces  
18 them. Gov’t Response 4. As the plaintiffs rightfully point out in their Reply, “[w]hile PRWORA  
19 states that certain categories of non-citizens are not eligible for some ‘Federal public benefits,’ 8  
20 U.S.C. § 1611(a), nowhere does the text suggest giving the federal Government the authority to  
21 condition the receipt of federal funds on the requirement that states and local jurisdictions actively  
22 assist in enforcing federal immigration laws.” Reply Re: Gov’t Response [Dkt. No. 174] 4, n.3.

23 The defendants also insist that Preliminary Injunction does not apply to the HUD CoC  
24 grant conditions because “HUD will only apply conditions that are based on statutory authority.”  
25 Joint Letter 7. They compare this dispute to those over “discrete funding conditions” litigated in  
26 cases like *Cal. ex rel. Becerra v. Sessions*, 284 F. Supp. 3d 1015, 1023-24 (N.D. Cal. 2018), where  
27 plaintiffs challenged the termination of Byrne JAG funding, as opposed to disputes over Executive  
28 Orders, like *Cnty. of Santa Clara v. Trump*, 250 F. Supp. 3d 497, 507 (N.D. Cal. 2017). Joint

1 Letter 7, n.6. But that is a false comparison. Cases like *Cal. ex rel. Becerra*, (and its counterparts  
2 that proceeded in the Second, Third, and Seventh Circuit, *see* Further Order at 2-3) involved  
3 litigation over discrete funding conditions imposed on a particular grant. The challenged  
4 condition here exists because of agency-wide directives employing enjoined Executive Orders, not  
5 discrete conditions on a particular grant. HUD is incorporating language from the Executive  
6 Order that I have enjoined in all of its grant agreement conditions (at least according to Secretary  
7 Turner's letter), including the CoC grants I have just discussed, and the formula grants I am about  
8 to discuss. The plaintiffs do not ask me to opine on the legality of "discrete funding conditions"  
9 like those imposed upon the Byrne JAG grants—they ask me to enjoin the apparently agency-  
10 wide, coercive utilization of language from EO 14,218 with respect to all HUD grants, irrespective  
11 of their relation to immigration enforcement.

12 For all the foregoing reasons, I conclude that the Preliminary Injunction does reach the  
13 challenged condition in the FY2024 HUD CoC grant agreements and that it is enjoined.<sup>8</sup> HUD  
14 may not deny federal funding under the FY2024 HUD CoC grants based on the challenged  
15 condition.

16 **C. The HUD formula grants**

17 Plaintiffs ask that if I extend the Preliminary Injunction to encompass the challenged CoC  
18 grant condition, I also find that it reaches HUD "formula grants"—particularly, the Community  
19 Development Block Grant ("CDBG") programs, which control non-competitive grants that

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21 <sup>8</sup> The defendants also gesture toward *Trump v. CASA*, arguing that the Supreme Court's decision  
22 in that case dictates that "extending this Court's preliminary injunction to HUD as a non-party is  
23 improper." Gov't Response 1 (citing 606 U.S. \_\_, 145 S. Ct. 2540, 2567 (U.S. June 27, 2025)).  
24 That case addressed jurisprudential concerns about extending relief to plaintiffs who are not party  
25 to a lawsuit. *See CASA*, 606 U.S. \_\_, 145 S. Ct. at 2567 (Kavanaugh, J., concurring) ("The District  
26 Courts granted universal preliminary injunctions—that is, injunctions prohibiting enforcement of  
27 the Executive Order against anyone. Under the Court's holding today, district courts issuing  
28 injunctions under the authority afforded by the Judiciary Act of 1789 may award only plaintiff-  
specific relief."). Here, I limited my relief to the plaintiffs in this case, and to afford them  
complete relief, I enjoined "named defendants and any other agency or individual acting in concert  
with or as an agent of the President or other defendants to implement" the enjoined Executive  
Orders. Further Order 65, n.14. This was consistent with Federal Rule of Civil Procedure  
65(d)(2), and with principle that while the President cannot be enjoined in the performance of his  
official duties, injunctive relief may run against executive officials. *See Franklin v.  
Massachusetts*, 505 U.S. 788, 802-803 (1992); *see* Further Order 65 n.14.

1 support services to address homelessness and boost economic development, and upon which many  
2 plaintiffs rely. Plaintiffs argue that HUD is imposing the same kind of impermissible conditions  
3 flowing from EO 14,218 upon CDBG grants as it is upon CoC grants. At the hearing on this  
4 matter, I said that I was hesitant to rule on this issue having not requested briefing that squarely  
5 addresses it. Counsel for the plaintiffs argued that the only evidence I needed was already in front  
6 of me, in the form of the plaintiffs' various declarations, the letter from Secretary Turner and a  
7 letter from HUD General Deputy Assistant Secretary Claudette Fernandez. Having reviewed them  
8 again, focusing on this issue, I agree.

9 The plaintiffs assert that it is apparent that HUD is implementing EO 14,218 through *all* of  
10 its grants, not just the CoC grants, as a result of the Turner and Fernandez letters. I have already  
11 discussed the Turner letter. Fernandez, who is now the director of CPD (the subagency of HUD  
12 that administers funding that the plaintiffs receive from HUD for rental support, housing support,  
13 and supportive services to low income and homeless individuals, including CDBG grants), sent a  
14 letter on June 5, 2025, in her capacity as HUD General Deputy Assistant Secretary, regarding the  
15 HUD Office of Community Planning and Development's ("CPD") grantee consolidated plan and  
16 annual action plan submissions for Fiscal Year 2025 (the "Fernandez Letter").<sup>9</sup> Fernandez states  
17 in the letter that "grantees are ... encouraged to review the White House Executive Orders as they  
18 develop their consolidated plan and annual action plans. After submission and HUD's review of  
19 these plans, the FY2025 grant agreement will also emphasize conformity with applicable  
20 Administration priorities and executive orders. Under the FY 2025 grant agreement, conformity  
21 means that []: ... (7) If applicable, no state or unit of general local government that receives  
22 funding under this grant may use that funding in a manner that by design or effect facilitates the  
23 subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens  
24 from deportation." Fernandez Letter 2 (Condition 7). In short, the Fernandez letter tracks the  
25 Turner letter and the enjoined Executive Order 14,218.

26 As described in the plaintiffs' Motion to Expedite (Dkt. No. 178) and through declarations  
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28 <sup>9</sup> Ltr. of C. Fernandez to Council of State Community Dev. Agencies and Nat'l Community Dev. Assoc., June 5, 2025, at p. 3 ("Fernandez Letter."), available at <https://perma.cc/4A3P-ZKHD>.

1 attached to the Second PI Motion, several plaintiffs faced a regulatory deadline of August 16,  
2 2025, to submit consolidated action plans that are a pre-requisite for receiving several types of  
3 grants from HUD, including CoC grants and, pertinently, CDBG grants. *See* Dkt. No. 177-6  
4 (Declaration of G. Grande, explaining that plaintiff the City of Albany, New York, “uses nearly \$1  
5 million in federal funds to support public transportation improvements and maintenance within the  
6 City … to access these HUD funds, Albany must, in part, submit an annual consolidated plan to  
7 HUD,” and stating that the deadline for this year’s plan was August 16, 2025); Dkt. No. 177-9  
8 (Declaration of J. Fournier, explaining that plaintiff Allegheny County had an August 16, 2025,  
9 deadline to submit its HUD Consolidated Five Year Plan for four programs, including the CDBG  
10 program).

11 At least one plaintiff, the City of Petaluma, has already received a challenge to its proposed  
12 Consolidated Action Plan based on alleged inconsistency with EO 14,218. *See* Declaration of B.  
13 Cochran (“Cochran Decl.”) [Dkt. No. 177-37] ¶¶ 12-15. After Petaluma transmitted its 2025  
14 Consolidated Action Plan to HUD on May 15, 2025, HUD staff member Nicholas D. Nordahl on  
15 July 1, 2025, “sent an email to Petaluma Housing staff questioning the accuracy of Petaluma’s  
16 certification that CDBG funds described in the City’s 2025 Consolidated Action Plan would be  
17 administered in conformity with applicable laws, including Executive Orders.” *Id.* ¶ 13.

18 Cochran, the Assistant City Manager of the City of Petaluma, states that the Nordahl email  
19 “indicated that Petaluma would have an opportunity to respond (i.e., to provide specified evidence  
20 demonstrating compliance with the certification),” but it “also indicated that Petaluma should  
21 reply by close of business Wednesday, July 2, 2025 – that is, just 24 hours after the Nordahl email  
22 was sent.” *Id.* ¶ 13. More concerningly, “[t]he Nordahl email stated that failure to address HUD’s  
23 concerns could result in HUD determining that the Petaluma certification is inaccurate or  
24 unsatisfactory, which would result in disapproval of the Action Plan,” and it “specified that HUD  
25 identified language in the City’s 2025 Action Plan that appears to HUD to violate specified  
26 Executive Orders, including Executive Order 14218.” *Id.* It then “directed that the City’s response  
27 should make specified edits to the City’s Action Plan to remove references to specified terms the  
28 use of which HUD deemed to violate Executive Orders, including the term ‘undocumented

1 individuals,” and instructed that the revised Action Plan should include the following statement:

2 The city of Petaluma shall administer its grant in accordance with all applicable  
3 immigration restrictions and requirements, including the eligibility and certification  
4 requirement that apply under title IV of the Personal Responsibility and Work Opportunity  
5 Reconciliation Act of 1996, as amended (8 U.S. C. 1601-1646) (PRWORA) and any  
6 applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and  
7 Immigration Services may establish from time to time to comply with PRWORA,  
8 Executive Order 14218 or other Executive Orders or immigration laws. The city will not  
9 use funding under this grant in a manner that by design or effect facilitates the  
10 subsidization or promotion of illegal immigration or abets policies that seek to shield  
11 illegal aliens from deportation. Unless excepted by PRWORA, the city must use SAVE, or  
12 an equivalent verification system approved by the Federal government, to prevent any  
13 Federal public benefit from being provided to an ineligible alien who entered the United  
14 States illegally or is otherwise unlawfully present in the United States.

15 *See Cochran Decl. ¶ 13; see also id., Ex. A (the “Nordahl email”). Cochran declares that “[t]he  
16 Nordahl email … caused sudden uncertainty as to Petaluma’s receipt of CDBG and other HUD  
17 funding that is critical to food and housing security for some of Petaluma’s most vulnerable  
18 community members.” Cochran Decl. ¶ 15.*

19 The Nordahl email implements the Fernandez and Turner letters, which in turn implement  
20 the enjoined section of EO 14,218. The Fernandez letter, issued on June 2, 2025, states that  
21 “[a]fter submission and HUD’s review of [consolidated action plans and annual action plans], the  
22 FY2025 grant agreement will also emphasize conformity with applicable Administration priorities  
23 and executive orders,” and then, in Condition 7, quotes EO 14,218. The Nordahl email, sent on  
24 July 1, 2025, instructs Petaluma to fix its consolidated action plan to conform with EO 14,218, on  
25 implied pain of disapproval and loss of CDBG funds.

26 This agency action is enjoined, for the same reasons the challenged conditions upon CoC  
27 grants are. Through the Fernandez Letter and related agency actions, HUD is imposing  
28 immigration-related conditions upon grants that share no nexus with immigration enforcement, for  
the purpose of coercing sanctuary jurisdictions into modifying their policies to conform with  
federal ones. Pursuant to this Order, condition 7 is enjoined and HUD may not deny plaintiffs  
federal funding for CDBG grants based on the implementation of condition 7 in the Fernandez  
letter.

Defendants have not responded directly to the evidence linking condition 7 to the enjoined

1 Executive Order as just described. They may seek reconsideration of this Order if the facts differ  
2 from what is in the record thus far.

3 **IT IS SO ORDERED.**

4 Dated: August 22, 2025



5  
6 William H. Orrick  
7 United States District Judge  
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