

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

AMERICAN CENTER FOR
INTERNATIONAL LABOR
SOLIDARITY, et al.,
Plaintiffs,

v.

LORI CHAVEZ-DEREMER, et al.,
Defendants.

Case No. 1:25-cv-01128 (BAH)

PLAINTIFFS' MOTION FOR A PRELIMINARY INJUNCTION

Pursuant to Federal Rule of Civil Procedure 65, and for the reasons set forth in the accompanying memorandum, Plaintiffs hereby move for a preliminary injunction to require Defendants the U.S. Department of Labor (DOL) and DOL Secretary Lori Chavez-DeRemer to reinstate agreements governing the international technical assistance projects funded by DOL's Bureau of International Labor Affairs (ILAB). Congress expressly instructed ILAB to provide support for technical assistance projects that combat child and other forms of exploitative labor and that support workers' rights in U.S. trade partner countries, and it appropriated money for ILAB to do so. Defendants violated those express commands from Congress when they abruptly terminated tens of millions of dollars in funding for organizations that had previously won awards from ILAB to carry out those projects. Until this Court finally adjudicates the legality of that decision to terminate funding for ILAB technical assistance programs, Plaintiffs seek a preliminary injunction that would (1) require Defendants to reinstate all cooperative agreements for projects to combat child and forced labor and to promote respect for workers' rights in U.S. trade partner countries that were terminated between March 13 and March 27, 2025, and (2) enjoin them from terminating any of those agreements during the course of the litigation.

At approximately 5:45 p.m. on May 5, 2025, counsel for Plaintiffs emailed the Director and Deputy Director for the Federal Programs Branch of the Department of Justice and the Chief of the Civil Division of the U.S. Attorney's Office in D.C. to provide them with electronic copies of the complaint, motion for a preliminary injunction, and accompanying memorandum, declarations, and proposed order via e-mail before completing this electronic filing.

Dated: May 5, 2025

Respectfully submitted,

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS'
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INTRODUCTION

For more than a century, Congress has understood that the strength of American industry and the American workforce is inextricably tied to a global labor marketplace in which American businesses and workers may be forced to compete with those that gain an unfair advantage through the use of forced or child labor, or other violations of workers' rights. Congress has accordingly tasked a component of the Department of Labor (DOL) called the Bureau of International Labor Affairs (ILAB) with addressing workers' rights issues in countries around the world. In particular, Congress has for decades mandated that ILAB fund projects that provide technical assistance to U.S. trade partner governments, unions, community organizations, and others working to promote respect for labor rights and improve working conditions around the world.

Over the last two months, Defendants DOL and U.S. Secretary of Labor Lori Chavez-DeRemer have defied Congress's judgment and terminated all ILAB support for these crucial projects. The termination notices gave no project-specific reasons for termination, stating only that the programs were being cut "for alignment with Agency priorities and national interest." Around that same time, on social media, Defendants ridiculed the very concept of supporting workers' rights abroad, despite Congress's express endorsement of that support through its funding for ILAB. Defendants also ignored that, as DOL had long recognized, helping American workers was a key reason that Congress required ILAB to fund projects like these.

Defendants' decision to terminate ILAB's technical assistance program and their actions to cancel all of ILAB's ongoing projects are unlawful. Defendants have violated the statutes mandating that ILAB spend appropriated funds on programs to combat child labor and support the labor commitments of U.S. trade partners. In so doing, they also violated the Impoundment Control Act and the Anti-Deficiency Act. And Defendants' actions likewise run afoul of the separation of powers principle that undergirds our constitutional plan, which requires the executive to implement

and abide by federal law. Defendants’ actions are also arbitrary and capricious. A bare invocation of “agency priorities” is insufficient to justify such a wholesale shift in agency policy, particularly where Defendants appear to be pursuing a policy of defying Congress’s mandates. Moreover, Defendants have ignored the substantial reliance interests that organizations that received ILAB funding, workers and worker organizations abroad, and U.S. trade partner governments had in the programming that ILAB had funded.

Defendants’ unlawful actions will cause irreparable harm on a global scale, including to Plaintiffs—three nonprofit organizations that, until March of 2025, received substantial funding from ILAB to support workers’ rights and anti-child labor projects around the world. In the weeks since Defendants cut off their funding and ended their projects, Plaintiffs have had to lay off staff, shutter offices, and abandon partnerships with foreign governments, unions, and community organizations. The tangible consequences for those partners around the world demonstrate that the balance of equities and public interest strongly favor preliminary relief. Workers in plants that supply the U.S. are losing their chance to win union recognition and negotiate wage increases. Government inspectors are no longer being trained. And U.S. trade partners are losing the support on which they had come to rely to implement labor law reforms and uphold their commitments under U.S. trade agreements. Absent this Court’s intervention soon, these harms will continue to accrue. The Court should grant Plaintiffs’ request for a preliminary injunction.

STATEMENT OF FACTS

A. Congress’s mandate to ILAB to fund and support technical assistance projects focusing on workers’ rights abroad

The U.S. government has long recognized the importance of international labor rights to American foreign policy and to the strength of American industry and the American workforce. As Congress has stated, “the denial of worker rights should not be a means for a country or its

industries to gain competitive advantage in international trade.” Omnibus Trade and Competitiveness Act of 1988, tit. I, § 1101(b)(14), Pub. L. No. 100-418, 102 Stat. 1107, 1125 (Aug. 23, 1988). To that end, in 1995, Congress tasked ILAB with operating and funding technical assistance programs that combat child labor, and it has since expanded ILAB’s remit to cover projects addressing other exploitative labor arrangements and the promotion of workers’ rights around the globe more broadly. *See* Department of Labor Appropriations Act, 1995, Pub. L. No. 103-333, 108 Stat. 2539, 2546 (Sept. 30, 1994) (appropriating funds for an “International Program on the Elimination of Child Labor”); ILAB, *2022 List of Goods Produced by Child Labor or Forced Labor* at 9 (Sept. 2022).¹

In recent years, Congress has regularly appropriated millions of dollars for ILAB “to administer or operate international labor activities, bilateral and multilateral technical assistance, and microfinance programs, by or through contracts, grants, subgrants and other arrangements.” *See* Department of Labor Appropriations Act, 2024, Pub. L. No. 118-47, 138 Stat. 628, 641 (Mar. 23, 2024) (2024 Appropriations Act); Department of Labor Appropriations Act, 2023, Pub. L. No. 117-328, 136 Stat. 4834, 4846 (Dec. 29, 2022) (2023 Appropriations Act); Department of Labor Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 421, 434 (Mar. 15, 2022) (2022 Appropriations Act); Department of Labor Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1547, 1559 (Dec. 27, 2020) (2021 Appropriations Act). In addition, Congress has mandated that DOL spend above a set floor on certain key priorities. For instance, in 2024, it instructed ILAB to spend \$30.75 million each on “programs to combat exploitative child labor internationally” and “model programs that address worker rights issues through technical assistance in countries with

¹ https://www.dol.gov/sites/dolgov/files/ILAB/child_labor_reports/tda2021/2022-TVPRA-List-of-Goods-v3.pdf.

which the United States has free trade agreements or trade preference programs.” 2024 Appropriations Act, 138 Stat. at 641. As the Senate Appropriations Committee explained concerning the 2024 appropriation, the appropriation for ILAB “is available to help improve working conditions and labor standards for workers around the world by carrying out ILAB’s statutory mandates and international responsibilities”—which include “promoting the elimination of the worst forms of child labor and forced labor,” and “ensur[ing] workers and businesses in the United States are not put at a competitive disadvantage by trading partner countries not adhering to their labor commitments under trade agreements and trade preference programs.” S. Rep. No. 118-84, at 31 (July 27, 2023).

In 2020, Congress also tasked ILAB with funding projects that support the implementation of the United States-Mexico-Canada Agreement (USMCA), which President Trump had negotiated. In particular, Congress instructed ILAB to fund projects to support the success of the historic labor-law reforms that Mexico had agreed to implement when it signed the USMCA. *See* USMCA Supplemental Appropriations Act, Pub. L. No. 116-113, 134 Stat. 98, 100 (Jan. 29, 2020) (USMCA Supplemental Appropriations Act). Congress appropriated \$180 million to be obligated over the next four years and mandated that ILAB “shall” spend it on such projects. *Id.*

With its various streams of statutorily authorized funding, ILAB has supported programs to combat abusive labor practices and further American trade and labor interests around the world. Both labor and industry groups have long supported and applauded ILAB’s efforts. As the president and CEO of the American Apparel & Footwear Association—which represents major brands, retailers, and manufacturers—recently put it, “ILAB, through its grants, technical assistance, and direct support, works to build institutions in countries around the world so that they can effectively raise labor standards and eliminate opportunities for less scrupulous foreign

businesses to profit from labor abuses while American businesses and workers play by the rules.” Press Release, American Apparel & Footwear Ass’n, AAFA Reacts to U.S. Department of Labor’s Action to Cancel All ILAB Contracts (Mar. 26, 2025).²

B. Plaintiffs’ cooperative agreements with ILAB

Plaintiffs are nonprofit organizations that, as of March 1, 2025, received funding from ILAB to support their work around the world. Each of Plaintiffs’ ILAB projects was operated under a cooperative agreement with DOL.

Plaintiff the American Center for International Labor Solidarity (Solidarity Center) is a workers’ rights organization that, as of March 1, 2025, had eleven active projects with ILAB, worth nearly \$80 million in funding for the organization. *See* Bader-Blau Decl. ¶¶ 3, 9–12. Those projects—authorized and funded both by annual appropriations bills and by the USMCA Supplemental Appropriations Act—sought to, among other things, improve working conditions and respect for workers’ rights in key export industries in Central America; combat unsafe working conditions in Bangladesh’s garment, shrimp, and construction sectors; and build both state and union capacity in Mexico, following that country’s historic 2019 labor law reforms in compliance with the USMCA. *See id.* ¶ 10. When DOL terminated the Solidarity Center’s awards, each project had substantial time left, including some projects set to run with ILAB funding through 2028. *See id.*

Plaintiff the American Institutes for Research (AIR) is a nonpartisan, nonprofit organization that, as of March 1, 2025, had three active projects with ILAB, worth around \$50 million in funding for the organization through 2027. *See* Seidenfeld Decl. ¶¶ 3, 7. That funding,

² https://www.aafaglobal.org/AAFA/AAFA_News/2025_Press_Releases/AAFA_Reacts_DOL_Action_Cancel_All_ILAB_Contracts.aspx.

all of which came from the USMCA Supplemental Appropriations Act, supported AIR’s work to promote labor rights and labor law reform in Mexico. *Id.* ¶¶ 5–9.

Plaintiff the Global March Against Child Labor (Global March) is a worldwide network of groups working to fight child labor. *See* Dubbelt Decl. ¶ 3. As of March 1, 2025, the Global March had one ILAB project focused on capacity building for civil society organizations fighting child labor in Nepal, Peru, and Uganda. *Id.* ¶¶ 7, 9. That award, funded by the fiscal year 2021 appropriations act, provided Global March with \$4 million in funding through the end of 2025. *Id.* ¶¶ 7–8.

C. DOL’s decision to terminate all ILAB cooperative agreements

Since March 2025, at the instruction of Defendants the DOL and Secretary Lori Chavez-DeRemer, ILAB has unlawfully terminated all of its external grantmaking for technical assistance projects, in direct contravention of Congress’s mandate.

In early March, at the direction of the Office of Management and Budget (OMB), ILAB asked all organizations with cooperative agreements to fill out extensive surveys supposedly designed to evaluate whether each project aligned with the administration’s policy priorities. *See* Off. of Mgmt. & Budget, Budget Data Request No. 25-08 (Feb. 26, 2025) (OMB Budget Data Request No. 25-08);³ Bader-Blau Decl. ¶ 15; Seidenfeld Decl. ¶ 13; Dubbelt Decl. ¶ 15. Soon thereafter, however, ILAB shut down its entire portfolio of international projects—without regard to how any given project scored on ILAB’s assessment of those survey results.

On March 13, DOL’s Office of Grants Management sent Plaintiff Solidarity Center a termination letter for a project focused on Uzbekistan’s cotton industry. *See* Bader-Blau Decl. ¶ 18. Although ILAB had just months earlier rewarded the project an additional \$1.1 million in

³ <https://media.taftlaw.com/wp-content/uploads/2025/03/26140812/OMB-BDR-Memo.pdf>.

funding, the letter claimed that the project “no longer effectuate[d] the program goals” and had run into “significant challenges.” *See* Ex. B to Bader-Blau Decl. at 1; Bader-Blau Decl. ¶ 14. The following day, DOL sent termination letters for two additional Solidarity Center cooperative agreements. Bader-Blau Decl. ¶ 19. Those notices provided no justification, other than that the terminations were “pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest.” *See* Ex. B to Bader-Blau Decl. at 2–3. That night, Secretary Chavez-DeRemer boasted on the social media site X that terminating ILAB projects “saved taxpayers \$30M by eliminating ‘America Last’ programs in foreign countries like Indonesia, Colombia, Guatemala, Chile, & Brazil,” and that, “[u]nder @POTUS, the American Worker ALWAYS comes First.” Secretary Chavez-DeRemer (@SecretaryLCD), X (Mar. 14, 2025, 6:37 PM).⁴

Two weeks later, on March 26, a political appointee within DOL directed ILAB staff to terminate all of ILAB’s remaining cooperative agreements, citing a “lack of alignment with agency priorities and national interest.” Lauren Kaori Gurley, *Trump Administration Moves to Cut Programs That Fight Child Labor Abroad*, Wash. Post (Mar. 27, 2025).⁵ With this decision, Defendants shut down many projects that had scored highly on the OMB survey that evaluated alignment with U.S. foreign policy priorities—little surprise, given how much of ILAB and its partners’ work is designed to support America’s trading partners. *See* Bader-Blau Decl. ¶ 15; Seidenfeld Decl. ¶ 13.

Over the following days, ILAB provided notices of termination for all remaining awards. Those notices each stated that the cancellations were “pursuant to a directive from the U.S.

⁴ <https://x.com/SecretaryLCD/status/1900677057211736407>.

⁵ <https://www.washingtonpost.com/business/2025/03/27/trump-labor-department-international-child-labor>.

Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest.” *See, e.g.*, Ex. B to Bader-Blau Decl. at 4–11; Ex. A to Seidenfeld Decl.; Ex. B to Dubbelt Decl. In a post on X announcing the terminations, Secretary Chavez-DeRemer wrote that the agency had “just saved \$237M,” and promised to “reinvest” that money—which Congress had appropriated for ILAB’s international projects—“into developing our workforce and protecting our children. #AmericaFirst[.]” Secretary Chavez-DeRemer (@SecretaryLCD), X (Mar. 26, 2025, 4:37 PM) (@SecretaryLCD Mar. 26 X Post).⁶

D. Effects of the termination of ILAB funding programs on Plaintiffs

Defendants’ decision to terminate ILAB’s entire portfolio of international technical assistance projects, including Plaintiffs’ cooperative agreements, has caused and continues to cause Plaintiffs significant harm. Plaintiffs each relied on their DOL awards to fund a substantial portion of their work on international labor issues abroad. *See* Bader-Blau Decl. ¶ 11 (stating that ILAB funding accounted for 24% of the Solidarity Center’s projected 2025 budget and the majority of support for its work in seven countries); Seidenfeld Decl. ¶ 20 (stating that ILAB funding was the only source of support for AIR’s work with the Mexican government); Dubbelt Decl. ¶ 22 (stating that ILAB funding provided 60% of Global March’s funding). Plaintiffs have thus already had to lay off staff; end partnerships with governments, unions, universities, and community organizations around the globe; and entirely shut down certain programs. *See* Bader-Blau Decl. ¶¶ 23–30 (cataloging substantial cuts to the Solidarity Center’s work, including layoffs of 17% of its workforce and closing down of project offices in five different countries); Seidenfeld Decl. ¶ 20 (discussing AIR’s need to terminate dozens of staff and shutter its Mexico City office,

⁶ <https://x.com/SecretaryLCD/status/1904996097329594713>.

which employed 64 people); Dubbelt Decl. ¶¶ 23–24 (noting that Global March plans to lay off 60% of its staff and that one partner organization will shut down entirely). Plaintiffs have determined that, unless their funding is restored soon, they will be unable to rebuild these programs or continue this work, given the difficulty rehiring staff with relevant expertise and connections and rebuilding relationships with partners they have had to abandon. *See* Bader-Blau Decl. ¶ 24; Seidenfeld Decl. ¶ 21.

These abrupt closures or reductions in Plaintiffs’ work—necessitated by Defendants’ equally abrupt termination of ILAB cooperative agreements—will cause Plaintiffs significant additional financial and other harm. The Solidarity Center and AIR both anticipate that they will incur substantial employment costs as a result of their need to lay off staff in the United States and abroad. *See* Bader-Blau Decl. ¶ 25 (projecting at least \$400,000 in legally mandated severance, reimbursement for unused benefits, and taxes from shuttering its Mexico project alone); Seidenfeld Decl. ¶ 22 (predicting \$2.7 million in costs from terminating staff). The Solidarity Center has also determined that, absent prompt restoration of funding, it will have to shut down its projects in Mexico, Uzbekistan, and the Republic of Georgia, which will jeopardize the organization’s legal status and ability to operate in those countries. *See* Bader-Blau Decl. ¶¶ 25–26.

Abandoning their projects mid-stream will also hurt Plaintiffs’ ability to carry out their work and fulfill their missions. For example, the Solidarity Center has already had to cut off legal aid and training for workers at a tire plant in Mexico, at a crucial point right before those workers embarked on the complex process of petitioning for recognition and challenging a corrupt, employer-backed union. *See id.* ¶ 27. AIR has already pulled out of commitments with the Mexican government, including to provide training for government staff, unions, and workers, and to complete crucial upgrades to various electronic systems. *See* Seidenfeld Decl. ¶ 23. And Global

March has determined that it will no longer be able to partner with community groups combatting child labor in the coffee supply chain. *See* Dubbelt Decl. ¶ 25. Without restoration of ILAB funding, each Plaintiff anticipates needing to make further cuts to their mission-critical work in the next weeks and months. *See* Bader-Blau Decl. ¶¶ 27–30; Seidenfeld Decl. ¶¶ 21, 23; Dubbelt Decl. ¶ 25. Although, if funding is restored soon, Plaintiffs anticipate that they could rehire staff and rebuild their broken partnerships, doing so will become increasingly difficult as time passes. *See* Bader-Blau Decl. ¶ 24; Seidenfeld Decl. ¶ 21.

Even with just these initial cuts, Plaintiffs have suffered reputational harm with governments and other partners crucial to their work. For example, Mexican labor authorities have expressed to AIR and its partners that they no longer have confidence in AIR’s ability to help the government meet its obligations under a pioneering labor law. *See* Seidenfeld Decl. ¶ 24. The Solidarity Center is similarly concerned that it has lost the trust of local partner organizations that it previously supported using DOL funding, and that it will not be able to maintain its reputation as a resource for credible research and analysis if it is unable to stay engaged in field work and partnerships around the world. *See* Bader-Blau Decl. ¶ 33.

LEGAL STANDARDS

“A plaintiff seeking a preliminary injunction must establish [1] that he is likely to succeed on the merits, [2] that he is likely to suffer irreparable harm in the absence of preliminary relief, [3] that the balance of equities tips in his favor, and [4] that an injunction is in the public interest.” *Sherley v. Sebelius*, 644 F.3d 388, 392 (D.C. Cir. 2011) (quoting *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008)). Where, as here, the government is the opposing party, the last two factors of the analysis merge. *Nken v. Holder*, 556 U.S. 418, 435 (2009).

ARGUMENT

I. Plaintiffs are likely to succeed on the merits.

A. This Court has jurisdiction over Plaintiffs' claims.

As Plaintiffs have alleged, Defendants' decision to terminate ILAB's international technical assistance projects exceeded Defendants' constitutional authority. It was also both contrary to law and arbitrary and capricious under the APA. This Court has jurisdiction over those claims.

1. In recent litigation, the government has argued that the Tucker Act, which directs certain contract claims against the government to the Court of Federal Claims, provides the sole avenue for relief when an agency terminates a grant program. That argument is unavailing here. The Tucker Act waives the United States' sovereign immunity for actions "founded ... upon any express or implied contract with the United States" and authorizes the Court of Federal Claims to hear such cases. 28 U.S.C. § 1491(a)(1). The Tucker Act applies, and the Court of Federal Claims has exclusive jurisdiction, only "when three conditions are met: (1) The claim 'is essentially a contract action,' (2) the claim 'explicitly or in essence seeks more than \$10,000 in monetary relief from the federal government,' and (3) the Court of Federal Claims can exercise jurisdiction over the claim." *Am. Near E. Refugee Aid v. USAID*, 703 F. Supp. 3d 126, 132 (D.D.C. 2023) (internal citations omitted) (quoting *Albrecht v. Comm. on Emp. Benefits of Fed. Rsrv. Emp. Benefits Sys.*, 357 F.3d 62, 68 (D.C. Cir. 2004), and *Kidwell v. Dep't of Army, Bd. for Corr. of Mil. Recs.*, 56 F.3d 279, 284 (D.C. Cir. 1995)). Here, the first and third requirements are not met.

As to the first requirement, this case is not "essentially a contract action." To determine whether an action "essentially" sounds in contract, courts consider both "the source of the rights upon which the plaintiff bases its claims" and "the type of relief sought (or appropriate)." *Megapulse, Inc. v. Lewis*, 672 F.2d 959, 968 (D.C. Cir. 1982). Here, the rights that Plaintiffs assert

stem from the separation of powers principle embodied in the Constitution and from federal statutes including appropriations laws, the Impoundment Control Act, the Anti-Deficiency Act, and the arbitrary and capricious standards of the Administrative Procedure Act (APA). Their claims are thus constitutional and statutory, not contractual. *See Climate United Fund v. Citibank, N.A.*, No. 25-cv-698-TSC, 2025 WL 1131412, at *9 (D.D.C. Apr. 16, 2025) (explaining, in exercising jurisdiction over challenge to Environmental Protection Agency’s pause in funding for a program, that “[w]hile it is true that the parties have entered into grant agreements that operate as contracts, the claims here turn on, at least in part, examining the federal regulations and federal statute governing Plaintiffs’ grant awards”); *Chi. Women in Trades v. Trump*, No. 25-cv-2005, 2025 WL 1114466, at *9 (N.D. Ill. Apr. 14, 2025) (stating that the Tucker Act does not apply where the plaintiffs’ “claims arise under the First and Fifth Amendments, the Spending Clause, and the separation of powers and thus all derive from the Constitution” and “are not claims for, or like, breach of contract”). “[I]t would be quite extraordinary to consider Plaintiffs’ claims to sound in breach of contract when they do not at all depend on whether the terms of particular awards were breached—they instead challenge whether the agency action here was unlawful, irrespective of any breach.” *AIDS Vaccine Advoc. Coal. v. Dep’t of State*, No. 25-cv-00400-AHA, 2025 WL 752378, at *9 (D.D.C. Mar. 10, 2025).

Like the source of the rights that Plaintiffs assert, the remedies they seek also are not contractual. Plaintiffs ask to set aside Defendants’ unlawful ILAB termination notices and order reinstatement of the ILAB cooperative agreements, thereby restoring ILAB’s international technical assistance program. That relief is quintessentially equitable and does not resemble the “explicitly contractual remedy of specific performance” or the “prototypical contract remedy of money damages.” *Crowley Gov’t Servs., Inc. v. GSA*, 38 F.4th 1099, 1107 (D.C. Cir. 2022)

(internal quotation marks omitted); *see also Me. Cmty. Health Options v. United States*, 590 U.S. 296, 326–27 (2020) (distinguishing claim for money damages or “past due sums” from claims seeking prospective declaratory and injunctive relief). Although setting aside ILAB’s across-the-board termination of its grant programs would restore Plaintiffs’ funding, the Supreme Court has long recognized that “[t]he fact that a judicial remedy may require one party to pay money to another is not a sufficient reason to characterize the relief as ‘money damages.’” *Bowen v. Massachusetts*, 487 U.S. 879, 893 (1988). Thus, in *Bowen*, the Court held that an order to “undo” the Secretary of Health and Human Services’ “refusal to reimburse the State” in violation of the Medicaid statute would not constitute “money damages” and so was “within the District Court’s jurisdiction under § 702’s waiver of sovereign immunity.” *Id.* at 910. The same is true here.

As to the third requirement, the Tucker Act does not apply because the Court of Federal Claims could not exercise jurisdiction over Plaintiffs’ claims, which do not concern contracts. To constitute a contract subject to the jurisdiction of the Court of Federal Claims, an agreement “must contain ‘the four required elements of offer, acceptance, consideration, and proper government authority.’” *Am. Near E. Refugee Aid*, 703 F. Supp. 3d at 132 (quoting *San Antonio Hous. Auth. v. United States*, 143 Fed. Cl. 425, 463 (2019)). “In the context of government contracts, ‘consideration must render a benefit to the government.’” *Id.* (quoting *Metzger, Shadyac & Schwarz v. United States*, 12 Cl. Ct. 602 (1987)). “The benefit to the federal government must be ‘tangible’ and ‘direct,’ rather than ‘generalized’ or ‘incidental.’” *Id.* (quoting *St. Bernard Parish Gov’t v. United States*, 134 Fed. Cl. 730, 736 (2017)).

Here, Plaintiffs’ cooperative agreements with DOL do not reflect the consideration needed to constitute “contracts” and, therefore, for the Tucker Act to apply. Rather, where agencies enter into cooperative agreements to fund external projects that advance the agency’s overall mission,

the agreements provide no tangible, direct benefit to the government that constitutes consideration. *See, e.g., id.* at 133–34 (holding that cooperative agreement for projects to improve water and sanitation projects in the West Bank did not have consideration for Court of Federal Claims jurisdiction); *St. Bernard Par. Gov't*, 134 Fed. Cl. At 735–36 (stating that “restoration of a natural resource and a reduction in the amount of emergency funds that the Government would spend in future flooding emergencies” was not a direct benefit that constituted consideration); *see also Pacito v. Trump*, No. 2:25-cv-255-JNW, 2025 WL 893530, at *4 (W.D. Wash. Mar. 24, 2025) (observing that “cooperative agreements generally do not confer a ‘direct’ and ‘tangible’ benefit on the United States—a requirement for Tucker Act jurisdiction”). Plaintiffs’ cooperative agreements with DOL support projects that combat forced and child labor and promote U.S. trade partners’ commitments to fair labor practices. The U.S. government benefits from those projects insofar as they advance American interests. But because that indirect benefit is not enough to qualify as consideration, the Court of Federal Claims would have no jurisdiction over claims related to the agreements. *Cf. Columbus Reg’l Hosp. v. United States*, 990 F.3d 1330, 1340 (Fed. Cir. 2021) (holding that an agreement between FEMA and a state for disaster-assistance funding was supported by consideration because the conditions imposed on the state conferred a benefit on the federal government).

In addition, the Court of Federal Claims could not provide Plaintiffs the injunctive relief they seek. The Supreme Court has “categorically” held that “the Court of Claims has no power to grant equitable relief.” *Bowen*, 487 U.S. at 905 (internal quotation marks omitted). As a result, when plaintiffs seek such remedies, courts “respect the plaintiff’s choice” and may hear those claims as long as that relief is not “negligible in comparison” to potential monetary recovery, even if a plaintiff “file[s] the complaint with an eye to future monetary awards.” *Kidwell*, 56 F.3d at

284. Thus, precluding jurisdiction here would leave Plaintiffs without any forum to challenge Defendants’ unlawful termination of ILAB’s statutorily mandated funding for technical assistance projects and to secure the forward-looking relief they seek. *See Climate United Fund*, 2025 WL 1131412, at *11 (asserting jurisdiction after recognizing that plaintiffs “challenge EPA’s thinly veiled attempts to dismantle the entirety of a congressionally created program and seek other declaratory relief that ... the Federal Court of Claims cannot grant”).

2. The Supreme Court’s recent decisions on the emergency docket do not alter this analysis. In early March, the Supreme Court declined to stay a preliminary order requiring the government to disburse certain foreign assistance funds, even as the government argued that the plaintiffs had raised claims for monetary relief that belonged in the Court of Claims. *See Dep’t of State v. AIDS Vaccine Advoc. Coal.*, 145 S. Ct. 753 (2025). A month later, the Court granted a stay of a temporary restraining order that several states had secured in their challenge to the Department of Education’s termination of funding for certain teacher-training programs. *See Dep’t of Educ. v. California*, 145 S. Ct. 966, 968 (2025). In the single paragraph discussing jurisdiction, the Court wrote that the agency was “likely to succeed in showing the District Court lacked jurisdiction to order the payment of money under the APA” because “the APA’s limited waiver of immunity does not extend to orders ‘to enforce a contractual obligation to pay money’ along the lines of what the District Court ordered.” *Id.* (quoting *Great-West Life & Annuity Ins. Co. v. Knudson*, 534 U.S. 204, 212 (2002)). At the same time, the Court reiterated that “a district court’s jurisdiction ‘is not barred by the possibility’ that an order setting aside an agency’s action may result in the disbursement of funds.” *Id.* at 968 (quoting *Bowen*, 487 U.S. at 910).

Those contrasting decisions do not change the jurisdictional framework, which remains governed by *Bowen* and other binding precedents. *See Cmty. Legal Servs. in E. Palo Alto v. HHS*,

No. 25-cv-02847-AMO, 2025 WL 1168898, at *3 (N.D. Cal. Apr. 21, 2025) (observing that the government “fail[ed] to identify anything different about the law following [*California*], much less a significant change sufficient to warrant dissolution of earlier-granted injunctive relief”); *Woonasquatucket River Watershed Council v. USDA*, No. 1:25-cv-00097-MSM, 2025 WL 1116157, at *14 (D.R.I. Apr. 15, 2025) (concluding that *California* did not divest the court of jurisdiction to hear claims related to the freezing of federal funds); *Maine v. USDA*, No. 1:25-cv-00131-JAW, 2025 WL 1088946, at *19 n. 8 (D. Me. Apr. 11, 2025) (same).

To the extent that the Supreme Court’s recent orders shed any light on the jurisdictional question here, this case more closely resembles *AIDS Vaccine Advocacy Coalition* than *California*. In *California*, the plaintiff States only alleged, and the TRO was only based on, claims under the APA that related to the terms of the individual grant awards. *See California v. U.S. Dep’t of Educ.*, 1:25-cv-10548 (D. Mass. Mar. 6, 2025), ECF No. 1 (complaint); *California v. U.S. Dep’t of Educ.*, 132 F.4th 92, 96–97 (1st Cir. 2025) (observing that “the terms and conditions of each individual grant award” were at issue). In *AIDS Vaccine Advocacy Coalition*, by contrast, the plaintiffs raised both statutory and constitutional claims, and those claims did not depend on the terms of any contract or allege a breach of those terms. *See AIDS Vaccine Advoc. Coal.*, 2025 WL 752378, at *9. This case looks like the latter: Plaintiffs allege both APA and constitutional claims, and the terms and conditions of each award are not at issue. *See generally* Compl., ECF No. 1. In such circumstances, neither any holding in *California* nor the Tucker Acts applies. *See, e.g., S.F. Unified Sch. Dist. v. Americorps*, No. 25-cv-02425, 2025 WL 1180729, at *8–9 (N.D. Cal. Apr. 23, 2025); *New York v. Trump*, No. 1:25-cv-39-JJM, 2025 WL 1098966, at *2 (D.R.I. Apr. 14, 2025).

3. Finally, this case is not governed by the D.C. Circuit’s recent order in *Widakuswara v. Lake*, No. 25-5144, 2025 WL 1288817 (D.C. Cir. May 3, 2025), *pet. for rehearing en banc filed* (May 5, 2025). There, after expedited briefing, a divided motions panel of the D.C. Circuit stayed a district court’s order that, among other things, would have required the U.S. Agency for Global Media to restore grants to Radio Free Asia and Middle East Broadcasting Networks. In a per curiam concurring statement, Judges Katsas and Rao, over the dissent of Judge Pillard, determined that the government was likely to establish that the district court did not have jurisdiction over challenges to grant terminations in that case. *See id.* at *4–5. But that per curiam concurrence holds no precedential force. *See In re Grant*, 635 F.3d 1227, 1232 (D.C. Cir. 2011); *Petties v. District of Columbia*, 227 F.3d 469, 472 (D.C. Cir. 2000). Moreover, as Judge Pillard explained in dissent, the per curiam concurrence’s conclusions ignore binding precedent—including the well-established principle that, because “federal grant programs originate in and remain governed by statutory provisions expressing the judgment of Congress concerning desirable public policy,” claims that turn on the interpretation of those statutes are not contract claims for Tucker Act purposes. *Widakuswara*, 2025 WL 1288817, at *13 (Pillard, J., dissenting) (quoting *Md. Dep’t of Hum. Res. v. HHS*, 763 F.2d 1441, 1449 (D.C. Cir. 1985) (Bork, J.)). That binding precedent confirms the Court’s jurisdiction here.

B. Plaintiffs are likely to succeed on their APA claims.

The APA authorizes a reviewing court to “hold unlawful and set aside agency action” found to be “arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law.” 5 U.S.C. § 706(2)(A). Plaintiffs are likely to succeed on their claims that Defendants violated several statutory commands and acted arbitrarily and capriciously by terminating all active ILAB cooperative agreements and refusing to spend the money, as Congress directed, on projects promoting labor rights around the world.

1. Defendants’ en masse termination of ILAB cooperative agreements is contrary to law.

a. Defendants violated various appropriations statutes.

Because “[a]dministrative agencies are creatures of statute,” *Nat’l Fed’n of Indep. Bus. v. OSHA*, 595 U.S. 109, 117 (2022), they are “not free simply to disregard statutory responsibilities,” *Lincoln v. Vigil*, 508 U.S. 182, 193 (1993). Accordingly, the executive branch “does not have unilateral authority to refuse to spend” “the full amount appropriated by Congress for a particular project or program.” *In re Aiken Cnty.*, 725 F.3d 255, 261 n.1 (D.C. Cir. 2013) (Kavanaugh, J.); *see City & Cnty. of San Francisco v. Trump*, 897 F.3d 1225, 1232 (9th Cir. 2018) (“Aside from the power of veto, the President is without authority to thwart congressional will by canceling appropriations passed by Congress.”).

For that reason, executive branch agencies violate relevant appropriations statutes when they refuse to spend money that Congress appropriated for a specific purpose or terminate programming or agreements that the agency had previously initiated to satisfy its obligation to spend appropriated funds. *See, e.g., Kendall v. United States*, 37 U.S. (12 Pet.) 524 (1838) (deciding that Postmaster General could not refuse to pay a contractor for services rendered once Congress specifically directed payment); *AIDS Vaccine Advoc. Coal.*, 2025 WL 752378, at *1, *15–17 (explaining that an agency cannot refuse to spend money appropriated for foreign assistance because the executive’s “authority to determine *how* to spend appropriated funds” cannot be interpreted to “usurp[] Congress’s exclusive authority to dictate *whether* the funds should be spent in the first place”); *Nat’l Council of Cmty. Mental Health Ctrs. v. Weinberger*, 361 F. Supp. 897, 901 (D.D.C. 1973) (holding that the Department of Health, Education, and Welfare could not lawfully refuse to expend funds Congress had appropriated for grants under the Community Mental Health Centers Act).

With respect to ILAB, Congress has repeatedly directed ILAB to fund technical assistance projects to promote workers' rights around the globe, combat child and forced labor, and support the labor commitments of U.S. trade partners. It has done so in annual appropriations bills going back years, and it did so in legislation implementing the USMCA. *See supra* at 3–4. To fulfill its mandates under these statutes, ILAB, as of March 1, 2025, was funding 69 technical assistance projects abroad. For example, as the agreements specify, Plaintiff Solidarity Center's eleven active projects were funded by the 2021, 2022, 2023, and 2024 DOL Appropriations Acts, as well as the USMCA Supplemental Appropriations Act. *See* Bader-Blau Decl. ¶ 10. Plaintiff AIR's three projects were funded by the USMCA Supplemental Appropriations Act. *See* Seidenfeld Decl. ¶ 8. And Plaintiff Global March's cooperative agreement was funded by the 2021 DOL Appropriations Act. *See* Dubbelt Decl. ¶ 8.

ILAB's funding of such programs is mandatory under the relevant statutory language. While the statutes give ILAB some "flexibility ... to target additional resources where conditions on the ground and other factors create the greatest opportunities to make significant progress" on these priorities, S. Rep. No. 118-84, at 31, that flexibility is not limitless. Rather, Congress mandated, for each of the last several years, that "not less than" \$30.715 million of the appropriated funds "shall" be spent on "programs to combat exploitative child labor," and "not less than" that same amount "shall be used to implement" workers' rights programs in U.S. trade partner countries. *See* 2024 Appropriations Act, 138 Stat. at 641; *see also* 2023 Appropriations Act, 136 Stat. at 4846 (same); 2022 Appropriations Act, 136 Stat. at 434 (same); S. Rep. No. 118-84, at 31 (stating that the language of the 2024 DOL appropriations statute "set[s] aside funding for grants, contracts and other arrangements for technical assistance on worker rights and for combatting child labor"). The USMCA Supplemental Appropriations Act similarly instructed that ILAB "shall" use

the appropriated \$180 million “to support reforms of the labor justice system in Mexico.” USMCA Supplemental Appropriations Act, 134 Stat. at 100. As the repeated use of the word “shall” indicates, the statutes impose a mandatory duty on ILAB to spend those funds on the priorities and purposes listed. *See Me. Cmty. Health Options*, 590 U.S. at 310 (“The first sign that the statute imposed an obligation is its mandatory language: ‘shall.’”).

Defendants acted contrary to Congress’s express commands when they terminated all ongoing ILAB projects and made clear, in repeated public statements, that they will not reallocate those funds for the purposes specified by law. Indeed, Defendants have repeatedly threatened to unlawfully reallocate those funds to a purpose *outside* the scope of Congress’s authorization. *See* @SecretaryLCD Mar. 26 X Post (threatening to “reinvest” funds from ILAB partners into projects focusing on American workers). Moreover, “a federal agency’s budgetary authority lapses on the last day of the period for which the funds were obligated.” *City of Houston v. HUD*, 24 F.3d 1421, 1426 (D.C. Cir. 1994). Here, the authorizations to obligate funds in past appropriations bills have expired, except for the most recent continuing resolution. *See, e.g.*, 2024 Appropriations Act, 138 Stat. at 641 (making funds “available for obligation through December 31, 2024”); USMCA Supplemental Appropriations Act, 134 Stat. at 100 (instructing that relevant funds will “remain available until December 31, 2023”). Accordingly, Defendants could not now belatedly attempt to re-satisfy the directives in past appropriations bills by entering new cooperative agreements. Defendants’ decision to terminate ILAB’s program funding cooperative agreements, then, is contrary to the directives in each ILAB appropriations bill and is therefore contrary to law.

b. Defendants’ action violates the Impoundment Control and Anti-Deficiency Acts.

Because Defendants have unlawfully refused to spend money Congress appropriated in duly enacted appropriations statutes, they have also violated two statutes imposing limits on the

executive's budget authority: the Congressional Budget and Impoundment Control Act (Impoundment Control Act) and the Anti-Deficiency Act.

Congress enacted the Impoundment Control Act in response to President Nixon's repeated "withholding" of appropriated "funds from various programs he did not favor" "as a means of shaping domestic policy to his liking." *City of New Haven v. United States*, 634 F. Supp. 1449, 1454 (D.D.C. 1986). "[T]o restore responsibility for the spending policy of the United States to the legislative branch," Congress, through the Impoundment Control Act, created specific procedures for the executive branch to seek permission to avoid spending appropriated funds. *City & Cnty. of San Francisco*, 897 F.3d at 1234 n.3 (quoting H.R. Rep. No. 93-658, *as reprinted in* 1974 U.S.C.C.A.N. 3462, 3463). Under those procedures, if the President does not want to spend funds that Congress has appropriated for a program, he must transmit a special message to Congress detailing his request not to spend the money. 2 U.S.C. § 683(a). Even then, the President is allowed not to spend the funds available for obligation only if both houses of Congress pass a bill rescinding the funding within 45 days. *Id.* § 683(b). Absent compliance with the mechanism laid out in the ICA, congressionally appropriated funds "shall be made available for obligation." *Id.*

None of the Impoundment Control Act's preconditions has been satisfied here. President Trump has not sent a message to Congress asking for permission not to spend the money already appropriated for ILAB programming, and Congress has not agreed to relieve the executive of its obligation to spend those funds. Accordingly, Defendants lack authority to terminate ILAB's cooperative agreements because that decision necessarily results in a failure to spend the funds Congress appropriated to ILAB for its grantmaking functions.

Meanwhile, by sitting on the claimed “savings” from their unlawful impoundment of ILAB funds, Defendants have also violated the Anti-Deficiency Act. That Act specifies that the executive branch may create a temporary “reserve” of appropriated funds only for specified reasons: “to provide for contingencies; ... to achieve savings made possible by or through changes in requirements or greater efficiency of operations; or ... as specifically provided by law.” 31 U.S.C. § 1512(c)(1). In terminating ILAB funding, Defendants did not identify any contingencies or sources of law that justify holding appropriated ILAB funds in reserve. Nor did they identify any valid reasons for creating such a reserve based on efficiency or a change in operational requirements. Instead, Defendants pointed to a policy disagreement with the programmatic choices of appropriations bills enacted during previous administrations. That is not a valid reason to create a reserve under the Anti-Deficiency Act.

2. Defendants’ en masse termination of ILAB cooperative agreements is arbitrary and capricious.

The APA “requires agencies to engage in ‘reasoned decisionmaking,’ and directs that agency actions be ‘set aside’ if they are ‘arbitrary’ or ‘capricious.’” *DHS v. Regents of the Univ. of Cal.*, 591 U.S. 1, 16 (2020) (internal citation omitted) (first quoting *Michigan v. EPA*, 576 U.S. 743, 750 (2015), then quoting 5 U.S.C. § 706(2)(A)). When reviewing an agency action under the arbitrary and capricious standard, “the court must confirm that the agency has fulfilled its duty to ‘examine the relevant data and articulate a satisfactory explanation for its action including a rational connection between the facts found and the choice made.’” *Ark Initiative v. Tidwell*, 816 F.3d 119, 127 (D.C. Cir. 2016) (quoting *Motor Vehicle Mfrs. Ass’n of U.S. v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983)). The decision to terminate all ILAB’s cooperative agreements, and as a result to shut down the Bureau’s entire technical assistance program, is arbitrary and capricious for several reasons.

First, Defendants did not provide a reasoned explanation for their decision to terminate ILAB's international technical assistance programming and all its cooperative agreements. In messages terminating the cooperative agreements, Defendants provided only a cursory, vague explanation: that each agreement was being terminated "pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest."⁷ See Ex. B to Bader-Blau Decl. at 2–11; Ex. A to Seidenfeld Decl.; Ex. B to Dubbelt Decl. Defendants did not cite any publicly available directive, or otherwise offer any explanation for how each and every ILAB cooperative agreement was suddenly inconsistent with unspecified agency priorities or American interests. Defendants neither acknowledged that termination was a stark change in position, nor explained the reason for this about face. But an agency may not "depart from a prior policy *sub silentio*." *FCC v. Fox Television Stations, Inc.*, 556 U.S. 502, 515 (2009); see also *Pacito*, 2025 WL 893530, at *11 (concluding that, without any "factual findings or bases for" the State Department's decision to terminate funding for refugee assistance programs, the termination "constitutes" an arbitrary and capricious "shift in agency policy without any reasoned explanation"). Defendants' unexplained

⁷ In one of the first termination letters sent, which cut funding for Plaintiff the Solidarity Center's project in Uzbekistan, Defendants offered a different explanation. See Ex. B to Bader-Blau Decl. at 1. There, they claimed that the project "no longer effectuate[d] the program goals" and had faced "significant challenges to meeting its goals," resulting in delay and increasing complexity. *Id.* This purported rationale for termination was an abrupt and unexplained shift from the agency's previous evaluation of the project, which had recently received positive feedback and additional funding. See Bader-Blau Decl. ¶¶ 10(d), 14. That alone would make the termination of this Solidarity Center grant arbitrary and capricious. See *FCC v. Fox Television Stations, Inc.*, 556 U.S. 502, 516 (2009) ("[A] reasoned explanation is needed for disregarding facts and circumstances that underlay or were engendered by [a] prior policy."). But Defendants' termination of this first grant, and the fig-leaf justification provided, do not in fact stand alone. This first termination turned out to be part of the decision to cancel all ILAB cooperative agreements, further confirming the arbitrary and capricious nature of the pretextual rationale originally offered.

action here thus fails the APA’s “requirement that an agency provide reasoned explanation for its action.” *Fox Television Stations, Inc.*, 556 U.S. at 515.

Even apart from that unexplained change in position, the “conclusory statement[]” Defendants provided to justify the program terminations “will not do” to satisfy their obligations under the APA. *Amerijet Int’l, Inc. v. Pistole*, 753 F.3d 1343, 1350 (D.C. Cir. 2014). Courts have repeatedly held that an agency’s bare invocation of agency or administration priorities is insufficient to satisfy the APA’s reasoned decision-making requirement. Judge Lamberth recently held as much in similar circumstances, when determining that nonprofit news organizations were likely to succeed on their APA challenge to the U.S. Agency for Global Media’s termination of grant funding. *See RFE/RL, Inc. v. Lake*, No. 1:25-cv-799-RCL, 2025 WL 900481, at *3 (D.D.C. Mar. 25, 2025). There, the agency termination letter had simply stated that “the award no longer effectuates agency priorities.” *Id.* Such a “conclusory statement, unsupported by any facts or reasoning,” Judge Lamberth reasoned, “can scarcely be characterized as an explanation,” and it certainly does not offer a “satisfactory explanation,” establishing a “rational connection between the facts found and the choices made.” *Id.*; *see also Widakuswara v. Lake*, No. 25-cv-2390-JPO, 2025 WL 945869, at *5 (S.D.N.Y. Mar. 28, 2025) (rejecting a “single sentence” explanation tying “colossal changes” at agency to an Office of Personnel Management memorandum and executive order because that “single line, devoid of data or any independent explanation, is grossly insufficient and falls far short of reasoned analysis”).

Defendants’ invocation of “agency priorities and national interest” further fails the APA’s reasoned decision-making requirement because Defendants appear to be rejecting policy priorities embodied in federal law. To be sure, the appropriations statutes authorizing ILAB to fund technical assistance and other projects abroad provide Defendants with wide latitude in both substance and

form, giving the agency multiple ways to implement these programs and providing only broad guidelines on the types of international labor issues to be targeted. What Defendants cannot do is decide not to spend the funds Congress appropriated for these purposes. *See supra* at 18–22. “[F]urthering the President’s wishes cannot be a blank check for [the agency] to do as it pleases.” *Nat’l Council of Nonprofits v. Off. of Mgmt. & Budget*, No. 25-cv-239-LLA, 2025 WL 368852, at *11 (D.D.C. Feb. 3, 2025); *see New York v. Trump*, No. 1:25-cv-39-JJM, 2025 WL 715621, at *12 (D.R.I. Mar. 6, 2025) (holding that plaintiffs had substantial likelihood of success on APA claims where agencies had paused statutorily mandated funding streams based only on “the contravening policies of the President”); *Healthy Teen Network v. Azar*, 322 F. Supp. 3d 647, 661 (D. Md. 2018) (rejecting agency’s policy-based rationale for terminating funding for teen pregnancy prevention programs where agency’s rationale was not “related to the relevant factors in the congressional appropriation”).

Second, Defendants failed to consider several important aspects of the problem when they decided to shut down ILAB’s technical assistance programs. *See State Farm*, 463 U.S. at 43. For one thing, Defendants did not address the fact that terminating all projects would make it impossible for ILAB to satisfy its statutory obligation to spend tens of millions of dollars annually on programs to combat exploitative child labor and promote workers’ rights in U.S. trade partner countries. *See supra* at 3–4, 18; *see also* Lee Decl. ¶¶ 4–7. In addition, Defendants ignored the substantial evidence showing whether each individual ILAB project aligned with the administration’s priorities. In early March, at the direction of OMB, ILAB staff instructed each partner with an active cooperative agreement to fill out a lengthy questionnaire “[t]o assess alignment of” those projects “with the President’s America First foreign policy, which requires that each dollar of foreign assistance makes America safer, stronger, and more prosperous.” *See*

OMB Budget Data Request No. 25-08 at 1. Defendants did not consider the individualized results of that assessment, but instead plowed ahead with a full termination of all ILAB programming. Had Defendants evaluated any of the evidence before them about the alignment of ILAB's cooperative agreements with agency priorities, they would have seen that much of this work is, in fact, consistent with their own stated desire to protect American workers. *See* Seidenfeld Decl. ¶ 13 (noting informal feedback from agency staff that AIR projects had scored highly); Bader-Blau Decl. ¶ 15 (same as to Solidarity Center projects); *see also* Lee Decl. ¶ 11 (explaining value of ILAB projects to implementation of trade policy and other foreign policy functions). As Congress itself recognized by continually funding ILAB's technical assistance work, these projects make America stronger and more prosperous by, among other things, "ensur[ing] workers and businesses in the United States are not put at a competitive disadvantage" when other countries ignore their labor commitments. S. Rep. No. 118-84, at 31.

Third, Defendants' decision to shut down the longstanding ILAB technical assistance programming is arbitrary and capricious because they did not consider the significant reliance interests, much less "weigh any such interests against competing policy concerns." *Regents*, 591 U.S. at 33. ILAB partners with cooperative agreements, including Plaintiffs, have depended on ILAB's funding and expertise to build their portfolio of work in dozens of countries around the world. *See* Bader-Blau Decl. ¶¶ 10–11; Seidenfeld Decl. ¶¶ 6–7; Dubbelt Decl. ¶¶ 22–24. Defendants failed to consider the reliance interests of U.S. trade partners, whose governments have worked with organizations funded by ILAB to implement major labor-law reforms and improve the rights and conditions of workers in their countries. *See* Bader-Blau Decl. ¶¶ 26, 32; Seidenfeld Decl. ¶ 23; Dubbelt Decl. ¶ 10. And Defendants ignored the reliance interests of those workers and other exploited laborers around the world who have benefited and would continue to benefit from

the projects that ILAB supported. *See, e.g.*, Bader-Blau Decl. ¶¶ 12, 27 (documenting success of ILAB-funded project in securing wage increases for workers in a Mexican tire factory, as well as risk to similar organizing efforts from the termination of ILAB funding); Marty Walsh, *ILAB at 75: A New Era of Global Action on Labor Rights*, DOL (Oct. 7, 2022)⁸ (estimating that, since 2000, ILAB’s projects have contributed to removing more than 86 million children from child labor around the world). For all these reasons, Defendants’ termination of ILAB’s funding for technical assistance projects is arbitrary and capricious.

C. Plaintiffs are likely to succeed on their constitutional claim.

Defendants’ actions terminating all ILAB cooperative agreements and making it impossible for ILAB to carry out its statutory mandates also violate separation of powers principles and are therefore *ultra vires*. The Framers of the U.S. Constitution “divide[d] the delegated powers of the new federal government into three defined categories, legislative, executive and judicial, to assure, as nearly as possible, that each Branch of government would confine itself to its assigned responsibility.” *INS v. Chadha*, 462 U.S. 919, 951 (1983). As relevant here, “[t]here is no provision in the Constitution that authorizes the President to enact, to amend, or to repeal statutes.” *Clinton v. City of New York*, 524 U.S. 417, 438 (1998), including statutes instructing agencies to spend money on certain programs or priorities. Indeed, under our constitutional system, “the appropriation of the government’s resources is reserved for Congress, not the Executive Branch.” *Nat’l Council of Nonprofits*, 2025 WL 368852, at *12; *see U.S. Dep’t of the Navy v. Fed. Lab. Rels. Auth.*, 665 F.3d 1339, 1346 (D.C. Cir. 2012) (explaining that the Appropriations Clause, U.S. Const. art. I, § 9, cl. 7, “protects Congress’s exclusive power over the federal purse” (internal quotation marks omitted)); *Cnty. Action Programs Exec. Directors Ass’n of N.J., Inc. v. Ash*, 365

⁸ <https://web.archive.org/web/20240619210403/https://blog.dol.gov/2022/10/07/ilab-at-75-a-new-era-of-global-action-on-labor-rights>.

F. Supp. 1355, 1360–61 (D.N.J. 1973) (“[O]nce Congress has appropriated funds for a specific program, the Executive Branch ... has no authority under the Constitution to refuse to spend those funds.”).

Defendants violated those separation of powers principles and disregarded Congress’s authority to make law, including appropriations law, when they unilaterally decided not to spend any of the money Congress appropriated for ILAB to support international technical assistance programs. Defendants’ justifications make clear that their termination of ILAB’s cooperative agreements was not an exercise of executive “discretion” to “interpret[] a statute and direct[] the details of its execution,” *J.W. Hampton, Jr. & Co. v. United States*, 276 U.S. 394, 406 (1928), or to flexibly implement Congress’s “broad general directives,” *Mistretta v. United States*, 488 U.S. 361, 372 (1989). Rather, Defendants have acknowledged repeatedly that they canceled ILAB’s projects because they do not want to spend the appropriations as required by law. For example, on March 26, Defendant Chavez-DeRemer posted on the social media site X that “the era of Americans’ tax dollars bankrolling foreign handouts for things like ‘Improving Gender Equity in the Mexican Workplace’ is over.” @SecretaryLCD Mar. 26 X Post. The “\$237M” that the Secretary claimed had been saved by canceling ILAB’s projects “will be used to reinvest into developing our workforce and protecting our children.” *Id.* That choice, however, is not one available to the Secretary or the Department under the operative statutes. “An administrator’s responsibility to carry out the Congressional objectives of a program does not give [her] the power to discontinue that program, especially in the face of a Congressional mandate that it shall go on.” *Loc. 2677, Am. Fed’n of Gov’t Emp. v. Phillips*, 358 F. Supp. 60, 77–78 (D.D.C. 1978). Defendants acted contrary to such a congressional mandate here, in violation of bedrock separation of powers principles.

This Court has the power to declare Defendants’ usurpation of Congress’s lawmaking power unlawful and issue an injunction against it. “[I]njunctive relief has long been recognized as the proper means for preventing entities from acting unconstitutionally.” *Correctional Servs. Corp. v. Malesko*, 534 U.S. 61, 74 (2001). Accordingly, the Court’s “established practice” is “to sustain the jurisdiction of federal courts to issue injunctions to protect rights safeguarded by the Constitution.” *Bell v. Hood*, 327 U.S. 678, 684 (1946). That established practice extends to claims based on separation of powers principles, which the Supreme Court has recognized can be raised through an implied private right of action directly under the Constitution. *Free Enter. Fund v. Pub. Co. Accounting Oversight Bd.*, 561 U.S. 477, 491 n.2 (2010). Plaintiffs are therefore likely to succeed on their claim that Defendants’ actions with respect to ILAB funding are *ultra vires*.

II. Plaintiffs will suffer irreparable harm absent preliminary relief.

“An irreparable harm is an imminent injury that is both great and certain to occur, and for which legal remedies are inadequate.” *Beattie v. Barnhart*, 663 F. Supp. 2d 5, 9 (D.D.C. 2009). Here, Plaintiffs have already suffered irreparable injury in the several weeks since Defendants shut down ILAB’s international technical assistance program, and they will continue to suffer further irreparable harm if this Court does not promptly provide relief.

As a direct result of Defendants’ decision to terminate all ILAB cooperative agreements, Plaintiffs have lost millions of dollars in funding that they had anticipated using to support their staff and programming. Global March anticipates laying off 60% of its staff. Dubbelt Decl. ¶ 23. The Solidarity Center has needed to fire 17% of its workforce and shutter entire offices. Bader-Blau Decl. ¶¶ 22–26. And AIR has been forced to end its partnerships with the Mexican government and close its Mexico City office, which was entirely supported by the organization’s ILAB cooperative agreements. Seidenfeld Decl. ¶ 20. Because Plaintiffs will be unable to carry out their work absent preliminary relief, they have shown irreparable harm. *Compare Cmty. Legal*

Servs. in E. Palo Alto, 2025 WL 1168898, at *4 (finding irreparable harm where “[p]laintiffs will be forced to abandon much of their mission-driven work if the Government fails to comply with” statutes and regulations requiring funding) *with California*, 145 S. Ct. at 969 (finding government’s arguments on irreparable harm “compelling[]” where plaintiff states had represented “they have the financial wherewithal to keep their programs running”).

To make matters worse, Plaintiffs will suffer further financial harm as a result of their sudden and unexpected need to lay off a substantial portion of their staff. AIR, for example, anticipates incurring \$2.7 million just in costs for terminating employees. *See Seidenfeld Decl.* ¶ 22. The Solidarity Center has calculated that it will owe at least \$400,000 in severance just from its projects in Mexico. *See Bader-Blau Decl.* ¶ 25. Although economic injury standing alone may not be sufficient for irreparable harm in some circumstances, it is sufficient “where the loss threatens the very existence of the movant’s business.” *Wis. Gas Co. v. FERC*, 758 F.2d 669, 674 (D.C. Cir. 1985) (per curiam). For at least the Solidarity Center, that threat is very real. The Solidarity Center has been advised that, if the severance costs and other legal liability from shutting down its Mexico program exceed the amount of funds the organization has available, it may face substantial legal risk and an inability to operate in Mexico. *See Bader-Blau Decl.* ¶ 25. And “‘where economic loss will be unrecoverable, such as in a case against a Government defendant where sovereign immunity will bar recovery, economic loss can be irreparable’ even if it would not wipe the [plaintiff] out.” *Whitman-Walker Clinic, Inc. v. HHS*, 485 F. Supp. 3d 1, 58 (D.D.C. 2020) (quoting *Everglades Harvesting & Hauling, Inc. v. Scalia*, 427 F. Supp. 3d 101, 115 (D.D.C. 2019)).

Moreover, the loss of funding will “unquestionably make it more difficult for [Plaintiffs] to accomplish their primary mission[s].” *League of Women Voters of United States v. Newby*, 838

F.3d 1, 9 (D.C. Cir. 2016). Plaintiffs have already or will soon need to shutter entire offices and programs in countries around the world. *See* Bader-Blau Decl. ¶¶ 23, 25; Seidenfeld Decl. ¶ 20. And they have pulled out of partnerships at crucial times—leaving U.S. trade partner governments, unions, and workers without crucial support and assistance in the middle of organizing efforts, training programs, and upgrades to key government systems. Bader-Blau Decl. ¶¶ 27–29; Seidenfeld Decl. ¶ 22; Dubbelt Decl. ¶ 25. This damage to Plaintiffs’ work will be difficult, if not impossible, to repair, if funding is not promptly restored. Plaintiffs have suffered substantial reputational harm from their abrupt abandonment of their local partners in countries around the world. Bader-Blau Decl. ¶¶ 30, 32; Seidenfeld Decl. ¶¶ 24–25; Dubbelt Decl. ¶ 26. In addition, they have already laid off, or will in the next several weeks need to lay off, staff with the expertise and connections to governments and nongovernmental organizations that would allow Plaintiffs to easily restart their projects, should funding be restored. Bader-Blau Decl. ¶¶ 23–24; Seidenfeld Decl. ¶¶ 20–21.

“It is so obvious that it almost need not be stated that when money is obligated and therefore expected ... and is not paid as promised, harm follows—debt is incurred, debt is unpaid, essential ... services stop, and budgets are upended.” *New York*, 2025 WL 715621, at *13. All of those harms already have occurred and will continue to occur here, so Plaintiffs have amply shown the irreparable harm needed to justify preliminary relief.

III. The balance of equities and public interest favor Plaintiffs.

Finally, the balance of the equities and public interest support enjoining Defendants’ unlawful decision to cancel all cooperative agreements for ILAB technical assistance projects. “It is well established that the Government cannot suffer harm from an injunction that merely ends an unlawful practice.” *C.G.B. v. Wolf*, 464 F. Supp. 3d 174, 218 (D.D.C. 2020) (internal quotation marks omitted). There is likewise “generally no public interest in the perpetuation of an unlawful

agency action.” *League of Women Voters*, 838 F.3d at 12. “To the contrary there is a substantial public interest in having governmental agencies abide by the federal laws that govern their existence and operations.” *Id.* (internal quotation marks omitted). Thus, Plaintiffs’ “extremely high likelihood of success on the merits is a strong indicator that [injunctive relief] would serve the public interest.” *Id.*

Here, there is a substantial public interest in restoring the ILAB technical assistance projects. Restoring funding for these programs will allow Plaintiffs and other ILAB partners to continue their important work combatting forced and child labor and helping foreign governments and industries in the global supply chain comply with international labor standards. *See* Bader-Blau Decl. ¶¶ 10, 27–29; Seidenfeld Decl. ¶¶ 7, 21, 23; Dubbelt Decl. ¶¶ 9–10, 25; Lee Decl. ¶¶ 6–10. This work will benefit the workers, unions, civil society groups, and governments around the world with which Plaintiffs and other ILAB awardees have partnered. *See* Bader-Blau Decl. ¶¶ 10, 12–13, 27–29; Seidenfeld Decl. ¶¶ 7, 23; Dubbelt Decl. ¶¶ 9–10, 25. It will likewise benefit the American workers and businesses who would otherwise need to compete with goods produced by low-wage, exploited labor. *See* S. Rep. No. 118-84, at 31. And it will ultimately benefit American policy interests by helping to ensure that U.S. trade partners are complying with their obligations under negotiated trade agreements. *Id.*; *see also* Lee Decl. ¶ 11.

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court issue a preliminary injunction requiring Defendants to reinstate all ILAB cooperative agreements that were terminated between March 13 and March 27, 2025, and enjoining Defendants from terminating any of those agreements during the course of the litigation.

Dated: May 5, 2025

Respectfully submitted,

/s/ Stephanie Garlock

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

AMERICAN CENTER FOR
INTERNATIONAL LABOR
SOLIDARITY, et al.,
Plaintiffs,

v.

LORI CHAVEZ-DEREMER, et al.,
Defendants.

Case No. 1:25-cv-01128 (BAH)

DECLARATION OF SHAWNA BADER-BLAU

I, Shawna Bader-Blau, declare as follows:

1. My name is Shawna Bader-Blau, and I am the Executive Director of the American Center for International Labor Solidarity (Solidarity Center). I have served in this role since 2011.
2. This declaration is based on my personal knowledge and information that has been shared with me by staff at the Solidarity Center in my professional capacity.

The Solidarity Center

3. The Solidarity Center is a 501(c)(5) nonprofit labor organization. The Solidarity Center's mission is to empower workers to raise their voices for dignity on the job, justice in their communities, and greater equality in the global economy. It is the largest U.S.-based, international grassroots workers' rights organization.
4. In 1997, AFL-CIO leadership established the Solidarity Center as a new, independent non-profit organization dedicated to empowering workers worldwide.

5. Since its founding, the Solidarity Center has worked with more than 1,000 partner organizations—including community groups and trade unions—in more than 60 countries to promote and defend workers' rights.

6. As of March 1, 2025, the Solidarity Center operated 26 offices around the world and had more than 230 staff.

The Solidarity Center's ILAB Projects

7. The Solidarity Center has more than two decades of experience implementing programs related to fundamental labor rights around the world and in U.S. trade partner countries, including programs focused on workers' rights to freedom of association and to collectively bargain, as well as programs focused on the elimination of forced and child labor and human trafficking.

8. The Solidarity Center has been awarded funding from the Bureau of International Labor Affairs (ILAB) at the Department of Labor (DOL) for this work for 25 years.

9. As of March 1, 2025, the Solidarity Center had eleven separate awards from ILAB to support projects promoting workers' rights around the world. Those projects were operated through cooperative agreements between the Solidarity Center and DOL.

10. The Solidarity Center's ILAB cooperative agreements supported programming in sixteen countries. Specifically, the Solidarity Center operated the following ILAB-supported projects as of March 1, 2025:

- a. A \$10 million award to strengthen workers' ability to exercise their labor rights in Mexico. The agreement stated that the award was authorized and funded by the United States-Mexico-Canada Agreement (USMCA) Supplemental Appropriations Act, Pub. L. No. 116-113, title IX, 134 Stat. 98, 100 (Jan. 29, 2020). In this project,

the Solidarity Center partnered with unions and university labor centers in Mexico to build worker outreach and education programs to provide accurate labor rights information to workers in the aerospace, mining, and call center industries. The award was originally set to end on June 15, 2025.

- b. A \$20.75 million award focused on building an independent and democratic labor movement to protect workers' rights in Mexico. The agreement stated that the award was authorized and funded by the USMCA Supplemental Appropriations Act. In this project, the Solidarity Center worked to build the capacity of independent and democratic unions in Mexico, where company-controlled unions historically signed employer-protection contracts that kept wages artificially low to attract U.S. and other foreign investment. The Solidarity Center's project was focusing on industries prioritized under the USMCA, including auto, auto parts, aerospace, and other export-focused service and manufacturing industries. The award was originally set to end on July 18, 2026. At the time of the award's termination, the Solidarity Center was providing legal assistance, strategic research, and organizing support for six campaigns aimed at building independent unions to bargain collectively and document labor rights violations in USMCA sectors. We anticipated that, if our work with those campaigns had continued, workers would have won significant wage increases benefiting 20,000 working families.
- c. A \$6.25 million award focused on improving respect for workers' rights in key industries in three countries that are parties to the Central America Free Trade Agreement (CAFTA)—namely, agricultural supply chains in Honduras and Guatemala and the apparel manufacturing sector in El Salvador. The agreement

stated that the award was authorized and funded by the Department of Labor Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 155 (Dec. 27, 2020). With this award, the Solidarity Center supported grassroots organizing and union building, workers' efforts to engage with governments and employers, and research on workers' rights in supply chains. The award was originally set to end on August 31, 2026. At the time of the award's termination, the Solidarity Center was providing trade unions with financial and technical resources to hold governments and employers accountable on labor rights issues, with a particular focus on key export sectors long known for their highly exploitative working conditions. The lack of decent work in these three countries has been a major push factor driving migration to the United States.

- d. A \$3.1 million award addressing forced labor and other labor rights violations in the cotton industry in Uzbekistan. The agreement stated that the award was authorized and funded by the Department of Labor Appropriations Act, 2022, Pub. L. No. 117-103, 136 Stat. 434 (Mar. 15, 2022). In this project, the Solidarity Center partnered with workers, producers, and Uzbekistan's government to improve working conditions and target continuing incidents of forced labor in the industry, which until recently was dominated by a government-supported system of forced labor. Although ILAB initially awarded the Solidarity Center \$2 million to assess our ability to operate on the ground in Uzbekistan, in late 2024 ILAB awarded us a further \$1.1 million to continue our work in the country. The award was originally set to end on December 31, 2026. At the time of the award's termination, we had launched programs at two local textile production enterprises and had recently been

approached by six other producers interested in working with us to launch similar programs.

- e. A \$3 million award to improve respect for workers' rights in Bangladesh. The agreement stated that the award was authorized and funded by the Department of Labor Appropriations Act, 2022. In this project, the Solidarity Center was working with workers' organizations in some of the largest and most dangerous industries—tea, shrimp, construction, and ready-made garments—to help them advocate for workers' rights and address worker grievances, including those related to occupational safety and health and sexual violence and harassment. The award was originally set to end on September 30, 2026. At the time DOL terminated the award, our project partners were undertaking critical advocacy for workplace safety in the construction sector, building capacity and developing democratic unions in the tea and construction sectors, and driving momentum to bring informal shrimp farming workers under legal protection.
- f. A \$12.2 million award to improve respect for labor rights in South America. The agreement stated that the award was authorized and funded by the Department of Labor Appropriations Act, 2022. In this project, the Solidarity Center worked to strengthen democratic, independent workers' organizations' ability to organize, share knowledge, and engage with employers and governments in key sectors in Brazil, Colombia, and Peru, including the agricultural, platform (gig) economy, manufacturing, and mining sectors. The award was originally set to end on December 14, 2026. Before DOL terminated the award, the Solidarity Center had been actively supporting dozens of unions and the thousands of workers they

represent to organize, build civil society networks, and engage with employers and governments.

- g. A \$5 million award to elevate women's participation in two West African countries—Liberia and Nigeria—that are eligible for trade preferences under the African Growth and Opportunity Act. The agreement stated that the award was authorized and funded by the Department of Labor Appropriations Act, 2022. In this project, the Solidarity Center had worked with both countries' governments, unions, and women's organizations to address sexual violence and sex-based harassment that has continued to prevent women from securing and maintaining formal work. The award was originally set to end on December 14, 2026. At the time DOL terminated our award, the Solidarity Center was preparing a tripartite coalition of government, employers, and unions to draft and enact legislation to improve workplace safety and expand employment protections. To inform the coalition's work, the Solidarity Center had planned to collect data to assess workplace policies and barriers to women's participation in the workforce. These assessments are incomplete and the coalition's work has stalled.
- h. A \$2 million award to strengthen labor law understanding and enforcement in the Republic of Georgia. The agreement stated that the award was authorized and funded by the Department of Labor Appropriations Act, 2023, Pub. L. No. 117-328, 136 Stat. 4856 (Dec. 29, 2022). In this project, the Solidarity Center had worked to support the success of a series of recent labor reforms that re-established the Georgian labor inspectorate. The Solidarity Center's work had focused on strengthening awareness of these reforms and ultimately improving workplace

safety in key industries such as construction and mining, as well as those that export to the United States, including steel, machinery, and wine. The Solidarity Center was providing legal aid and training to help these workers improve crucial reporting of dangerous health and safety violations to the labor inspectorate. The award was originally set to end on September 30, 2026, but DOL has now terminated it.

- i. A \$6 million award to promote quality infrastructure jobs on project sites supported by Multilateral Development Banks (MDBs), such as the World Bank, in Indonesia and the Philippines. The agreement stated that the award was authorized and funded by the Department of Labor Appropriations Act, 2023. In this project, the Solidarity Center had been working with unions in the fast-growing construction sector to advocate for better working conditions, reduce occupational injuries, and promote workers' rights to freedom of association and collective bargaining. The award was originally set to end on March 31, 2028. At the time DOL canceled the award, the Solidarity Center was working with the Asian Development Bank to develop a joint monitoring tool and conduct labor inspections in both project countries.
- j. A \$3 million award to strengthen workers' rights in the electronics supply chain in Malaysia, a country that plays a key role in that growing international sector. The agreement stated that the award was authorized and funded by the Department of Labor Appropriations Act, 2024, Pub. L. No. 118-47, 138 Stat. 641 (Mar. 23, 2024). Although work on this project had only just commenced at the time that DOL terminated funding, the Solidarity Center and its partners had already recruited a team of highly experienced local activists and developed plans to support organizing and collective bargaining, improve occupational safety and health

standards, and lift wages for a predominantly female workforce. The award was originally set to end on December 31, 2028.

- k. A \$7 million award to promote the inclusion of workers' voices in climate policymaking in Brazil, Chile, Colombia, Peru, and South Africa. The agreement stated that the award was authorized and funded by the Department of Labor Appropriations Act, 2024. Although work on this project was just about to commence at the time that DOL terminated funding, the Solidarity Center planned to work with unions and other worker organizations to conduct outreach to affected workers and advocate for workers' interests at all levels of government. The award was originally set to end on December 31, 2028

11. ILAB funding made up a substantial portion of the Solidarity Center's operating budget. For the 2025 calendar year, projected expenditures from DOL awards totaled about \$12 million, or approximately 24% of our projected yearly budget. For countries with ILAB-supported projects, this funding provided an even larger proportion of the support for our work. This year, ILAB funding was set to provide the majority of the support for our programs in Mexico (85%), Uzbekistan (100%), Georgia (100%), Brazil (65%), Colombia (55%), and Peru (55%), and approximately half of the support for our programs in the Philippines, Malaysia, Central America, Bangladesh, Liberia, and Nigeria.

12. Much of the Solidarity Center's ILAB-funded work has focused on promoting respect for labor rights, improving working conditions, and raising wages in countries important to U.S. trade policy, including countries with which the U.S. has free trade agreements and countries that are part of the supply chain for goods sold on the U.S. market. For example, through three projects in Mexico—including two that were ongoing as of March 1, 2025—the Solidarity

Center helped more than 40,000 workers organize themselves in democratic and independent unions, engage in transparent collective bargaining, and achieve significant gains in wages and working conditions. In one case, with the support of the Solidarity Center and its partners, workers at a tire plant that exports to the United States were able to secure a 30% wage increase. By supporting higher wages and better working conditions in the tire, auto, and mining sectors, these projects helped to directly narrow the U.S.–Mexico wage gap, which can drive offshoring, and to create a more level playing field for fair trade and stable supply chains.

13. The Solidarity Center’s DOL-funded work has been successful, and we have received positive feedback, including from DOL. For instance, ILAB recently commissioned an independent interim evaluation of the Solidarity Center’s work in Mexico. That report concluded that the Solidarity Center’s “overarching achievements in organizing workers, strengthening organizations, operationalizing [labor-law reform in Mexico], and embodying democratic values to advance workers’ rights [we]re historical.” ILAB, *Interim Evaluation of ILAB-Funded Solidarity Center Projects in Mexico*, at xi (Nov. 2024).¹ The report applauded the success of our “bottom-up approach” to organizing and emphasized the need to continue and even intensify our efforts. The report noted that, in the next stages of the project, the Solidarity Center would need to work to “consolidate” gains, “replicate” our successful organizing campaigns, and “support[] institution-building for long-term movement building.” *Id.* The report warned that “[t]here is a risk to independent democratic labor unions if funding” for projects like ours “is no longer available.” *Id.*

¹ https://www.dol.gov/sites/dolgov/files/ILAB/evaluation_type/other/1-SC-Mexico-Evaluation-Report-English-508-Compliant.pdf.

14. ILAB had shown similar support for our ongoing work in Uzbekistan. Our project there had been well received by local unions, workers, producers, and by the government of Uzbekistan, which has only permitted a very small number of non-governmental organizations to function inside the country. In August 2024, ILAB invited the Solidarity Center to request an extension of the project with \$1 million in additional funding. Based on its review of the project results, and reflecting its confidence in the project, ILAB in December 2025 increased the additional funding by \$100,000, ultimately awarding \$1.1 million to increase the final project award to \$3.1 million.

ILAB's Termination of the Solidarity Center's Projects

15. On March 3, 2025, Solidarity Center staff received an email from ILAB asking us to fill out a lengthy questionnaire in response to a request from the Office of Management and Budget (OMB), Budget Data Request No. 25-08. The email explained that our responses would "be used to assess alignment of US Government's (USG) foreign assistance with the President's America First foreign policy, which requires that each dollar of foreign assistance makes America safer, stronger, and more prosperous." That email indicated that ILAB would review our responses "and prepare submissions for OMB." The email requested that we submit responses just two days later, on March 5. The Solidarity Center submitted those responses as requested. Subsequently, we learned informally from ILAB staff that our projects all scored well, that they generally met foreign policy priorities, and that a few of our awards were in fact among the highest scoring of any ILAB projects.

16. Beginning in early February, the Solidarity Center also received several requests from ILAB staff asking us to review our project materials for compliance with Executive Orders 14151 and 14173, which terminated diversity, equity, and inclusion efforts in federal programs,

including spending programs. The Solidarity Center followed ILAB's guidance to revise work plans and other materials for six of our projects, and we received confirmation via email on March 10, 13, and 20 that on three projects ILAB had accepted the revisions, confirming that no further adjustments were necessary. For example, on March 13, an ILAB Senior International Relations Officer wrote to the Solidarity Center to confirm that a project under review was "in compliance with current active Executive Orders." Attached as Exhibit A is a true and correct copy of that email. We also received consistent oral confirmation over that period from ILAB staff that our other projects met the new standard expected under the executive orders.

17. Over two weeks in March, DOL canceled each of the Solidarity Center's eleven active cooperative agreements. The terminations were immediate, as each notice amended the end date of the relevant performance period to reflect the date of the notice.

18. On March 13, 2025, the Solidarity Center received a notice from DOL's Office of Grants Management that DOL had terminated our project in Uzbekistan. The letter claimed that DOL was terminating the agreement because it "no longer effectuates the program goals." Attached as Exhibit B (at 1) is a true and correct copy of that notice.

19. On March 14, 2025, we received two further termination notices from DOL's Office of Grants Management—one for a project in the Republic of Georgia, and the other for a project focused on including workers' voices in climate policy in Brazil, Chile, Colombia, Peru, and South Africa. These notices did not provide any project-specific rationales for the termination. Instead, both letters stated that, "[i]n compliance with 2 CFR 200.340 and the termination conditions of this cooperative agreement," each award was "being terminated pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest. The decision to

terminate this cooperative agreement is a policy determination vested in ILAB leadership and the Secretary of Labor.” Attached as Exhibit B (at 2–3) are true and correct copies of those notices.

20. Two weeks later, on March 26, 2025, staff at the Solidarity Center saw a post on the social media site X from Secretary of Labor Lori Chavez-DeRemer. Secretary Chavez-DeRemer (@SecretaryLCD), X (Mar. 26, 2025, 4:37 PM).² The Secretary had reposted a post from the official Department of Government Efficiency (DOGE) account boasting about the Department of Labor’s cancellation of “\$577M in ‘America Last’ grants for \$237M in savings.” The underlying DOGE post named several ILAB projects, including our projects in South America and West Africa. This post was the first indication we had that those cooperative agreements would be canceled. Attached as Exhibit C is a true and correct copy of that post.

21. The following day, on March 27, 2025, the Solidarity Center received termination notices for all eight of our remaining cooperative agreements with ILAB. Those notices were substantively identical and provided only this limited justification for the termination: “In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement,” each agreement was “being terminated pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest.” Attached as Exhibit B (at 4–11) are true and correct copies of those notices.

Effects of the ILAB Funding Termination on the Solidarity Center’s Work

22. DOL’s cancellation of all of the Solidarity Center’s ILAB cooperative agreements has had an immediate and substantial impact on our finances, our work, and our reputation.

² <https://x.com/SecretaryLCD/status/1904996097329594713>.

Without ILAB funding, the Solidarity Center will be forced to scale back or entirely shutter projects around the world.

23. Because ILAB's funding makes up such a significant portion of the Solidarity Center's operating budget, DOL's termination of that funding has forced us to lay off 40 employees, representing 17% of our staff around the world. The Solidarity Center has had to lay off all or the majority of our staff supporting DOL-funded projects in all of the implementing countries (Mexico, Brazil, Colombia, Peru, Liberia, Nigeria, Guatemala, Honduras, El Salvador, Bangladesh, Philippines, Georgia, and Uzbekistan) and we have partially or entirely closed project offices in Mexico, Liberia, Bangladesh, El Salvador, and Brazil. For example, in the few weeks since DOL terminated the agreement for our project in Uzbekistan, the Solidarity Center had to lay off that project's key staff and pay to relocate the terminated project director from Uzbekistan to his home country.

24. Because the Solidarity Center is the only U.S.-based global labor organization of our kind with on the ground presence and programming in more than 60 countries, our staff are uniquely qualified. For example, without DOL funding, we had to lay off staff who include some of the only labor lawyers in Colombia with decades of experience in labor rights, as well as a senior staff researcher in Mexico who is among the most highly trained and respected in the field of labor research. If our funding is not restored immediately, those experts may find new jobs, and we risk permanently losing staff with the expertise and connections to run our programs.

25. Those layoffs have forced the Solidarity Center to incur immediate costs and take on substantial legal risk. In many of the countries in which the Solidarity Center operates, employment laws impose obligations on the Solidarity Center when we terminate staff. For example, in Mexico, where the Solidarity Center had 28 local staff members who were fully or

mostly paid through our DOL funding, the layoffs will cost at least \$400,000 in legally mandated severance, unused benefits, and employer-paid taxes. We have been advised by labor lawyers in Mexico that there could be substantial legal consequences if the Solidarity Center is unable to pay those severance costs, including loss of our legal registration and ability to operate in the country.

26. The Solidarity Center anticipates that we will face similar legal risks in other countries where, as a result of the termination of funding, we will need to abruptly end our work. In particular, there is substantial risk that the Solidarity Center will be unable to maintain its registration in the Republic of Georgia and ability to operate in Uzbekistan after pulling back from partnerships with those countries' governments.

27. This loss of DOL funding and the consequent inability to continue our programs will substantially harm the Solidarity Center's ability to carry out our work and fulfill our mission. The cuts come at crucial times for many of our projects. For example, the termination of ILAB funding has forced the Solidarity Center to cut off legal aid and training at a tire plant in Mexico, where workers were on the verge of petitioning for union recognition. This cutback has undermined our ability to pursue our project's goals, halting the workers' progress on unionization and inhibiting their ability to challenge a corrupt and unrepresentative union.

28. Similarly, the Solidarity Center was forced to shut down its program in Uzbekistan at a crucial time, just a year after securing an agreement with the government that allowed it to operate there. The shut-down of this program will make it impossible to achieve the Solidarity Center's and our partners' goal of permanently ending forced labor in the cotton supply chain and fostering international investment in an ethical cotton sector in the country. With fewer alternatives for ethically sourced textiles, U.S. businesses may also face greater challenges complying with U.S. legal requirements, such as the Uyghur Forced Labor Prevention Act.

29. In Bangladesh, the Solidarity Center has been forced to end legal support for low-wage workers in the tea sector targeted for their organizing efforts. We likewise no longer have the resources to help shrimp workers pursue legal complaints we had helped them file related to wage theft and other egregious labor law conditions. Without continued funding from ILAB, it will be difficult for the Solidarity Center to pursue our mission of improving working conditions and promoting respect for workers' rights in the country.

30. In addition, the loss of ILAB funding will force the Solidarity Center to end support for local partners in countries around the world and jeopardize the work we were pursuing together. For instance, when DOL abruptly canceled funding for our project in Central America, the Solidarity Center was forced to terminate multi-year subawards with two partners in the agriculture sector of Guatemala. They were left without legal support and vulnerable to renewed employer intimidation of union leaders, in a sector and region where employers are extremely anti-union and labor authorities are either not present or weakened by lack of resources and corruption. The lack of ILAB support means that the Solidarity Center and its partners have had to drastically reduce efforts to press Central American governments to enforce labor standards and meet their obligations under CAFTA, increasing unfair and illegal trade advantages that negatively impact American businesses and workers and severely restrict workers' rights in Central America.

31. DOL's termination of the Solidarity Center's ILAB awards has already caused us substantial reputational harm. For one thing, DOL's public messaging around its decision to terminate all ILAB projects—including posts on social media disparaging our projects and others—have referenced a need to eliminate “waste, fraud, and abuse.” Our projects have never been accused of or investigated for any such misconduct. These posts may have created the

impression that our work was illegitimate, inconsequential, or without value—with substantial consequences for the reputation and credibility of the Solidarity Center and our partners. Several of our partners and colleagues have reached out to me and other Solidarity Center staff members to comment on these posts. Our partners in Uzbekistan, for example, have informed us of concerns that these social media posts announcing the cancellation of ILAB funding would damage the campaign's efforts to improve labor standards there.

32. Moreover, the Solidarity Center has already faced substantial reputational harm because it has had to abruptly pull back on partnerships with workers, unions, civil society groups, and governments around the world, and we will face further harm without restoration of funding. The Solidarity Center has built our reputation over decades. Unions, governments, United Nations agencies, employers, the media, members of Congress, and non-governmental organizations alike have come to rely on us for credible information and analysis about labor movements, standards, and rights all over the world.

33. Already, we have seen substantial harm to our reputation as we have had to quickly pull back from this role we have played around the world. For example, in Bangladesh, the abrupt termination of the project required us to immediately end our subaward agreement with a local partner organization supporting workers in disadvantaged shrimp farming communities. We have seen that ending this subaward has strained our relationship with this local partner organization, leading to a decline in trust that will be difficult to rebuild. We anticipate similar dynamics will play out as we are unable to continue our work on projects around the world. In addition, losing staff and presence in the field reduces the Solidarity Center's visibility and influence, limiting future opportunities for engagement and collaboration with important stakeholders in the advancement of labor rights and standards. All of this will make it far more difficult to gather the

reliable information on labor conditions that the Solidarity Center is expected to have, and that is required for us to achieve our mission.

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

Executed on April 30, 2025, in Washington, DC.

A handwritten signature in black ink, appearing to read "Shawna Bader-Blau". The signature is written in a cursive, flowing style.

Shawna Bader-Blau

EXHIBIT A



[REDACTED]@solidaritycenter.org>

RE: IL-39436-22-75-K South America Document Updates

1 message

Grimaldo, Anthony L - ILAB <Grimaldo.Anthony.L@dol.gov>

Thu, Mar 13, 2025 at 4:28 PM

To: [REDACTED]@solidaritycenter.org>

Cc: [REDACTED]

[REDACTED]
solidaritycenter.org>

Hi Elizabeth,

Thanks again to Solidarity Center for sending the updated project documents to align with recent Executive Orders. I've reviewed and found that the project is in compliance with current active Executive Orders.

Best,

Anthony Louis Grimaldo

Senior International Relations Officer

Bureau of International Labor Affairs (ILAB)
U.S. Department of Labor

Cell: 857-275-8698

From: [REDACTED]@solidaritycenter.org>

Sent: Tuesday, February 25, 2025 12:13 PM

To: Grimaldo, Anthony L - ILAB <Grimaldo.Anthony.L@dol.gov>

Cc: [REDACTED]

[REDACTED]
solidaritycenter.org>

Subject: Re: IL-39436-22-75-K South America Document Updates

CAUTION: This email originated from outside of the Department of Labor. Do not click (select) links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails through the "Report Phishing" button on your email toolbar.

Thank you, Anthony. The updated ProDoc is attached here. Like the other documents, its adjustments reflect efforts undertaken in coordination with ILAB to ensure alignment with Executive Orders 14151 and

14173.

All the best,

Elizabeth

On Tue, Feb 25, 2025 at 10:47 AM Grimaldo, Anthony L - ILAB <Grimaldo.Anthony.L@dol.gov> wrote:

Good morning Elizabeth,

I confirm receipt of the three documents and will wait for the updated ProDoc. Thanks so much!

Best,

Anthony

From: [REDACTED] <[\[REDACTED\]@solidaritycenter.org](mailto:[REDACTED]@solidaritycenter.org)>
Sent: Monday, February 24, 2025 5:41 PM
To: Grimaldo, Anthony L - ILAB <Grimaldo.Anthony.L@dol.gov>
Cc: [REDACTED]

[REDACTED] <[\[REDACTED\]@solidaritycenter.org](mailto:[REDACTED]@solidaritycenter.org)>

Subject: IL-39436-22-75-K South America Document Updates

CAUTION: This email originated from outside of the Department of Labor. Do not click (select) links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails through the "Report Phishing" button on your email toolbar.

Dear Anthony,

Please find attached updates to Solidarity Center's workplan, budget, and budget narrative for award IL-39436-22-75-K "*Worker Empowerment in South America*". Adjustments reflect efforts undertaken in coordination with ILAB to ensure alignment with Executive Orders 14151 and 14173.

As requested, we are finalizing updates to the ProDoc and will share the updated version as soon as possible.

Kind regards,

Elizabeth

--

In Solidarity,


Solidarity Center
Award Specialist
PQLC

-Empowering workers to raise their voice for dignity on the job, justice in their communities and greater equality in the global economy.

-Empowering workers to raise their voice for dignity on the job, justice in their communities and greater equality in the global economy.

EXHIBIT B

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



**NOTICE OF TERMINATION
IL-38908-22-75-K**

March 13, 2025

Mr. Mark Sibley
Senior Grants Administrator
American Center for International Labor Solidarity (aka The Solidarity Center)
1130 Connecticut Avenue, NW
Suite 800
Washington, DC 20036

Dear Mr. Sibley:

The Department of Labor is terminating Cooperative Agreement IL-38908-22-75-K- because it no longer effectuates the program goals. The award has faced significant challenges to meeting its goals due to a variety of factors, including early resistance from the government of Uzbekistan and financial instability among the country's cotton-production clusters. Efforts to overcome these obstacles necessitated frequent adjustments to the project's approach. This adjustment process significantly slowed initial progress and increased the complexity of the implementing environment, which has undermined the project's prospects for achieving its long-term objectives.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. The Solidarity Center must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accord with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the PMS record, please look for a modification to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue Levenstein".

Sue Levenstein
Grant Officer
Office of Grants Management

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
23K75IL000003

March 14, 2025

Mr. Mark Sibley
Senior Grants Administrator
American Center for International Labor Solidarity (aka The Solidarity Center)
1130 Connecticut Avenue, NW
Suite 800
Washington, DC 20036-3915

Dear Mr. Sibley:

In compliance with 2 CFR 200.340 and the termination conditions of this cooperative agreement, Cooperative Agreement 25K75IL000016, *Engaging Workers and Civil Society to Strengthen Labor Law Enforcement (Georgia)*, is being terminated pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest. The decision to terminate this cooperative agreement is a policy determination vested in ILAB leadership and the Secretary of Labor.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. The Solidarity Center must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue Levenstein
Grant Officer
Office of Grants Management

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
25K75IL000020

March 14, 2025

Mr. Mark Sibley
Senior Grants Administrator
American Center for International Labor Solidarity (aka The Solidarity Center)
1130 Connecticut Avenue NW
Suite 800
Washington, DC 20036-3915

Dear Mr. Sibley:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement 25K75IL000020, *Promoting a Just Transition for all Workers*, is being terminated pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest. The decision to terminate this cooperative agreement is a policy determination vested in ILAB leadership and the Secretary of Labor.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. The Solidarity Center must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue Levenstein
Grant Officer
Office of Grants Management

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
IL-35866-20-75-K

March 27, 2025

Mr. Mark Sibley
Senior Grants Administrator
American Center for International Labor Solidarity (aka The Solidarity Center)
1130 Connecticut Avenue, NW
Suite 800
Washington, DC 20036-3915

Dear Mr. Sibley:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement IL-35866-20-75-K, *Strengthening Workers' Ability to Exercise Their Labor Rights in Mexico*, is being terminated pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. Your organization must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue Levenstein
Grant Officer
Office of Grants Management

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
IL389052275K

March 27, 2025

Mark Sibley
American Center for International Labor Solidarity
1130 Connecticut Avenue NW
Suite 800
Washington, DC 20036-3915

Dear Mr. Sibley:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement IL389052275K, *Building an Independent and Democratic Labor Movement to Protect Worker Rights in Mexico*, is being terminated pursuant to a directive from the U.S. Department of Labor (USDOL) Office of the Secretary and the Bureau of International Labor Affairs (ILAB), for alignment with Agency priorities and national interest.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. Your organization must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue Levenstein
Grant Officer
Office of Grants Management

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
IL394432275K

March 27, 2025

Mark Sibley
American Center for International Labor Solidarity
1130 Connecticut Avenue NW
Suite 800
Washington, DC 20036-3915

Dear Mr. Sibley:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement IL394432275K, *Elevating Women's Participation in the Workplace in West Africa*, is being terminated pursuant to a directive from the U.S. Department of Labor (USDOL) Office of the Secretary and the Bureau of International Labor Affairs (ILAB), for alignment with Agency priorities and national interest.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. Your organization must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue Levenstein
Grant Officer
Office of Grants Management

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
IL394362275K

March 27, 2025

Mark Sibley
American Center for International Labor Solidarity
1130 Connecticut Avenue NW
Suite 800
Washington, DC 20036-3915

Dear Mr. Sibley:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement IL394362275K, *Worker Empowerment in South America*, is being terminated pursuant to a directive from the U.S. Department of Labor (USDOL) Office of the Secretary and the Bureau of International Labor Affairs (ILAB), for alignment with Agency priorities and national interest.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. Your organization must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue Levenstein
Grant Officer
Office of Grants Management

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



**NOTICE OF TERMINATION
IL389712275K**

March 27, 2025

Mark Sibley
American Center for International Labor Solidarity
1130 Connecticut Avenue NW
Suite 800
Washington, DC 20036-3915

Dear Mr. Sibley:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement IL389712275K, *Improving Respect for Workers' Rights In Bangladesh*, is being terminated pursuant to a directive from the U.S. Department of Labor (USDOL) Office of the Secretary and the Bureau of International Labor Affairs (ILAB), for alignment with Agency priorities and national interest.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. Your organization must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue", is located below the "Sincerely," text.

Sue Levenstein
Grant Officer
Office of Grants Management

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
24K75IL000018

March 27, 2025

Mark Sibley
American Center for International Labor Solidarity
1130 Connecticut Avenue NW
Suite 800
Washington DC 20036-3915

Dear Mr. Sibley:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement 24K75IL000018, *Strengthening Workers' Rights in Malaysia's Electronics Supply Chain*, is being terminated pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. Your organization must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue Levenstein
Grant Officer
Office of Grants Management

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
24K75IL000007

March 27, 2025

Mr. Mark Sibley
American Center for International Labor Solidarity
1130 Connecticut Ave NW
STE 800
Washington, DC 20036-3915

Dear Mr. Sibley:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement 24K75IL000007, *Promoting Quality Jobs in Infrastructure Development in Indonesia and the Philippines*, is being terminated pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. Your organization must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue Levenstein
Grant Officer
Office of Grants Management

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
IL-37883-21-75-K

March 27, 2025

Mr. Mark Sibley
Senior Grants Administrator
American Center for International Labor Solidarity (aka The Solidarity Center)
1130 Connecticut Avenue, NW
Suite 800
Washington, DC 20036-3915

Dear Mr. Sibley:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement IL-37883-21-75-K, *Improving Respect for Workers' Rights in Agricultural Supply Chains in Honduras and Guatemala, and the Maquila Sector in El Salvador*, is being terminated pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. Your organization must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue Levenstein
Grant Officer
Office of Grants Management

EXHIBIT C



Post



Secretary Lori Chavez-DeRemer
@SecretaryLCD



The era of Americans' tax dollars bankrolling foreign handouts for things like "Improving Gender Equity in the Mexican Workplace" is over.

We just saved \$237M, which will be used to reinvest into developing our workforce and protecting our children.

#AmericaFirst

Department of Government Efficiency @DOGE · Mar 26

Great work today by @USDOL @SecretaryLCD @Sonderling47 cancelling \$577M in "America Last" grants for \$237M in savings, including:

- \$10M for "gender equity in the Mexican workplace"
- \$12.2M for "worker empowerment in South America"
- \$6.25M for "improving respect for Worker's

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

AMERICAN CENTER FOR
INTERNATIONAL LABOR
SOLIDARITY, et al.,
Plaintiffs,

v.

LORI CHAVEZ-DEREMER, et al.,
Defendants.

Case No. 1:25-cv-01128 (BAH)

DECLARATION OF DAVID SEIDENFELD

I, David Seidenfeld, declare as follows:

1. I am the Senior Vice President in charge of the International Development Division at American Institutes for Research (AIR). I have worked at AIR since 2010 and have served in my current role since 2021.

2. This declaration is based on my personal knowledge and information that has been shared with me by staff at AIR in my professional capacity.

American Institutes for Research

3. AIR is a nonpartisan, not-for-profit organization that conducts behavioral and social science research and delivers technical assistance to solve some of the most urgent policy challenges in the U.S. and around the world, in areas such as education, health, workforce development, and labor rights.

4. Experts in AIR's International Development Division work to improve the quality and relevance of social, economic, and education programs in countries around the world. Through

our technical assistance work, we help leaders, policymakers, and organizations build, pilot, and implement innovative, real-world policy interventions.

AIR's ILAB Projects

5. Since 2019, AIR has worked closely with the Mexican government to strengthen the government's labor institutions' capacity to implement historic labor justice reforms that the country enacted in 2019 after signing the United States-Mexico-Canada Agreement (USMCA), as well as to improve enforcement of Mexican labor laws.

6. AIR's work in Mexico has been exclusively funded by the Bureau of International Labor Affairs (ILAB) of the Department of Labor (DOL) through cooperative agreements between AIR and DOL.

7. As of March 1, 2025, AIR had three awards from ILAB to support our work on labor reform implementation and labor law enforcement in Mexico:

- a. A \$15 million, five-year award to strengthen the capacity of labor inspectorates at the federal level and in eight states, with a particular focus on priority supply chains under the USMCA. In this project, AIR has trained hundreds of federal and state labor inspectors; designed a certification program for labor inspectors; coordinated training for Mexican federal mine safety inspectors with DOL's Mine Safety and Health Administration; and improved case management systems and other electronic tools for federal and state labor inspectorates. This project has improved federal and state labor inspectorates' ability to identify, investigate, facilitate remediation of, and sanction labor abuses and prevent employer violations. At the time of the award's cancellation, AIR was planning to provide significant institution strengthening for state labor inspectorates, complete a national training

program for labor inspectors, and roll out a labor inspector certification process after a successful pilot program. The award was originally set to end in August 2027.

- b. A \$33.45 million, seven-year award to support the implementation of labor justice reform and improve union capacity to use new legal mechanisms and comply with new requirements created through the reform. In this project, AIR was working in close coordination with the new Mexican Federal Center for Conciliation and Labor Registration (FCCLR) and Mexico's Secretary of Labor and Social Welfare to help address some of Mexico's most pressing and immediate needs in its transition to a new labor justice system. Among other things, AIR has helped develop, provide training on, and support a new union registration platform; digitize over 100,000 historical files related to union democracy; create a public database of files related to union democracy; and train FCCLR staff and unions on how to comply with new procedures to improve union democracy. The project has strengthened labor justice authorities' capacity to ensure free and transparent union elections and authentic collective bargaining. At the time of the award's cancellation, AIR was planning to develop and deliver additional training for both government workers and unions, support development of and improvements to FCCLR procedures, and provide FCCLR technology system upgrades. The award was originally set to end in December 2026.
- c. A \$10.8 million, five-year award to increase the effectiveness of new labor conciliation mechanisms at the federal level and in sixteen states. In this project, in partnership with the Instituto Tecnológico Autónomo de México, AIR drafted

internal regulatory frameworks and procedure manuals on labor conciliation for local labor conciliation centers. We also installed and provided training and guidance on upgraded and new national electronic conciliation case management systems. At the time of the award's cancellation, AIR was working on upgrades to various technology systems and was in the middle of delivering planned trainings. The award was originally set to end in June 2026.

8. The agreements for all three projects stated that the awards were authorized and funded by the USMCA Supplemental Appropriations Act, Pub. L. No. 116-113, title IX, 134 Stat. 98, 100 (Jan. 29, 2020).

9. Consistent with AIR's mission, AIR adopted a data-driven approach to improve the protection and promotion of workers' rights through our ILAB-funded projects in Mexico. These efforts are contributing to a fairer, more level global playing field that helps protect U.S. workers and employers from unfair competition from Mexican goods produced through exploitative labor, thereby advancing good jobs and decent work globally.

ILAB's Termination of AIR's Projects

10. AIR has long had standing meetings with ILAB staff, roughly every three weeks, to discuss developments with AIR's ILAB-funded projects. From January 20, 2025, through the termination of our three technical assistance programs, we met regularly with ILAB staff.

11. We heard no indication, in those meetings or through other communications, that ILAB had any concerns regarding AIR's project implementation or had come to believe that the projects were not aligned with Trump administration priorities. To the contrary, in February of 2025, ILAB and AIR were discussing a modification of our project to improve the efficacy of new labor conciliation mechanisms, *supra* ¶ 7(c), that would provide *additional* funding. That

additional funding would allow AIR to extend project activities to more Mexican states and ensure the project's accomplishments could be sustained after project completion.

12. In February and March, we also had several verbal discussions with ILAB staff to ensure that AIR's projects complied with new Executive Orders related to diversity, equity, and inclusion. ILAB conveyed to AIR that all three AIR ILAB-funded projects were already compliant with the Executive Orders' requirements and no modifications would be needed.

13. On March 3, 2025, AIR received an email from ILAB asking us to fill out a lengthy questionnaire in response to a request from the Office of Management and Budget (OMB), Budget Data Request No. 25-08. The email explained that our responses would "be used to assess alignment of US Government's (USG) foreign assistance with the President's America First foreign policy, which requires that each dollar of foreign assistance makes America safer, stronger, and more prosperous." That email indicated that ILAB would review our responses "and prepare submissions for OMB." The email requested that we submit responses just two days later, on March 5. AIR submitted those responses as requested. AIR received informal feedback that our responses scored highly for alignment with President Trump's "America First foreign policy."

14. AIR continued to meet and communicate regularly with ILAB staff after we submitted the questionnaires. During that time, AIR received no indication from ILAB that project cancellation might be imminent or any information regarding when OMB might review the questionnaires and take project-related decisions.

15. On March 26, 2025, at 5:44 p.m., AIR received a notice from DOL's Office of Grants Management that our project to strengthen government labor law enforcement in Mexico had been terminated. The following morning, AIR received two additional notices of termination

canceling our two remaining cooperative agreements with ILAB. Attached as Exhibit A are true and correct copies of the three notices.

16. The termination notices were substantively identical and provided only this limited justification for the termination: “In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement,” each agreement was “being terminated pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest.”

17. The terminations were immediate, as each notice amended the end date of the relevant performance period to reflect the date of the notice.

Effects of the ILAB Funding Termination on AIR’s Work

18. The cancellation of AIR’s three cooperative agreements with ILAB has had immediate and substantial effects on our work and our reputation.

19. At the time that DOL abruptly canceled them, all three of AIR’s ILAB awards had substantial time remaining—29, 21, and 15 months for the three projects, respectively. Taken together, these terminations eliminated \$17 million in expected funding.

20. ILAB funding was the only source of support for AIR’s technical assistance work in Mexico. Accordingly, without ILAB funding, AIR will need to shut down our programming in Mexico. The projects’ cancellations have resulted or will soon result in the termination of all 64 AIR staff in Mexico, 6 consultants, and 4 subcontract awards, and most or all of the 22 AIR headquarters staff dedicated to the projects. Additionally, the termination will result in closure of AIR’s Mexico office in Mexico City, significantly impeding and likely eliminating any future capacity to provide technical assistance or related support activities in the country.

21. If funding for the projects is not restored by the middle of July, AIR will no longer have staff with the needed expertise and connections with government agencies and other partners to effectively restart our work in Mexico.

22. AIR will face substantial additional costs as a result of DOL's abrupt termination of our ILAB grants. In particular, we expect to incur an additional \$2.7 million in costs from terminating staff, including through legally mandated severance.

23. Without the expected support from ILAB, AIR and our partners will also lose valuable work crucial to the implementation of Mexico's labor law reform. For example, AIR will no longer be able to finalize training courses and materials for staff at the FCCLR and local labor conciliation centers, federal and state labor inspectors, and unions; finish working with the FCCLR to develop a sanctions procedure for violations of workers' collective rights; and complete crucial upgrades to various electronic systems that allow Mexico's labor conciliation and labor registration systems to function optimally.

24. Because we have had to so abruptly pull back from our work and partnerships in Mexico, AIR has suffered and will continue to suffer reputational harm as a result of DOL's cancellation of our cooperative agreements. With support from ILAB funding, AIR had formed a team in Mexico that included nationally recognized Mexican labor and institution-building and strengthening experts, who have significant Mexican public sector experience and long-standing, deep relationships with relevant Mexican federal and state government counterparts. With this team, AIR built a reputation, over almost six years, as a trusted, reliable, professional organization that implements labor technical assistance projects collaboratively and successfully, delivering high-quality products on schedule to fill mutually identified urgent Mexican government needs.

25. The cancellation of AIR's three ILAB-funded projects in Mexico is damaging this reputation. Mexican labor authorities have expressed to our local partners and to AIR staff that they cannot depend on commitments made by AIR. They have told us they feel abandoned at a critical moment for labor enforcement in the country, with much-needed and time-sensitive project deliverables—including upgrades to electronic systems and training programs that we were in the middle of developing or giving—incomplete and not provided. Mexican labor authorities have explained to us that the abrupt loss of this work they relied on has jeopardized Mexican governmental capacity to fulfill legal labor mandates. Such reputational damage undermines potential future AIR efforts to secure work with Mexican governmental clients, as they will likely seek, support, and establish relationships with new partners to meet their critical needs.

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

Executed on April 30, 2025, in Chapel Hill, NC.


David Seidenfeld

EXHIBIT A

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
IL-32809-18-75-K

March 26, 2025

Mr. Joseph Wagner
Vice President
American Institutes for Research in the Behavioral Sciences (AIR)
1400 Crystal Drive, 10th Floor
Arlington, VA 22202-3289

Dear Mr. Wagner:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement IL-32809-18-75-K, *Strengthening Government Labor Law Enforcement*, is being terminated pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. Your organization must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue Levenstein
Grant Officer
Office of Grants Management

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
IL379492175K

March 27, 2025

Joseph Wagner, Jr.
American Institutes for Research in the Behavioral Sciences
1400 Crystal Drive
Floor 10
Arlington, VA 22202-3289

Dear Mr. Wagner:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement IL379492175K, *Strengthening Conciliation to Enhance Resolution of Labor Disputes in Mexico*, is being terminated pursuant to a directive from the U.S. Department of Labor (USDOL) Office of the Secretary and the Bureau of International Labor Affairs (ILAB), for alignment with Agency priorities and national interest.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. Your organization must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue Levenstein".

Sue Levenstein
Grant Officer
Office of Grants Management

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
IL389732275K

March 27, 2025

Joseph Wagner, Jr.
American Institutes for Research in the Behavioral Sciences
1400 Crystal Drive
Floor 10
Arlington, VA 22202-3289

Dear Mr. Wagner:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement IL389732275K, *Strengthening Mexican Inspectorate for Labor Enforcement*, is being terminated pursuant to a directive from the U.S. Department of Labor (USDOL) Office of the Secretary and the Bureau of International Labor Affairs (ILAB), for alignment with Agency priorities and national interest.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. Your organization must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue Levenstein
Grant Officer
Office of Grants Management

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

AMERICAN CENTER FOR
INTERNATIONAL LABOR
SOLIDARITY, et al.,
Plaintiffs,

v.

LORI CHAVEZ-DEREMER, et al.,
Defendants.

Case No. 1:25-cv-01128 (BAH)

DECLARATION OF MARCO DUBBELT

I, Marco Dubbelt, declare as follows:

1. I am a Senior Director of Global March Against Child Labour (Global March). I have worked at Global March since 2015 and have served in my current role since 2023.

2. This declaration is based on my personal knowledge and information that has been shared with me by staff at Global March in my professional capacity.

Global March Against Child Labour

3. Global March is a worldwide network of trade unions, teachers' organizations, and civil society groups that works toward the shared development goals of eliminating and preventing all forms of child labor, slavery, and trafficking and ensuring access by all children to free, meaningful, and good quality public education.

4. Between 2016 and 2020, the estimated number of children in child labor globally rose by 8 million—reversing previous progress since the beginning of the century. In 2020, some 160 million children were estimated to be engaged in child labor, with nearly half engaged in hazardous work that directly endangers their health, safety, and moral development.

5. As an international organization with a wide reach in countries across multiple continents, Global March uses its knowledge, expertise, and empirical evidence to build the capacity of its partners around the globe, including governments and civil society groups, to address this problem.

6. Global March particularly focuses on creating supply chains that do not rely on child labor. Around the globe, we work with communities, farmers, producers, and other stakeholders to monitor the prevalence of child labor, support access to and incentives for education, and advocate for children's rights. We believe in a rights-based, participatory, and community-led approach.

Global March's ILAB Project

7. As of March 1, 2025, Global March had one \$4 million award from the Bureau of International Affairs (ILAB) of the Department of Labor (DOL) to support a project to build the capacity of civil society organizations to fight child labor around the world.

8. The award operated through a cooperative agreement through DOL. That agreement states that the award was authorized and funded by the Department of Labor Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 155 (Dec. 27, 2020).

9. Working with local partners in Nepal, Peru, and Uganda, Global March used its funding from ILAB to support civil society organizations, including trade unions and community-based groups, that advocate for improved child-labor policy; to pilot initiatives to raise awareness and address child labor in specific geographic areas; and to establish functioning child labor monitoring systems in each country.

10. For example, in Nepal we have helped support civil society organizations that are providing technical assistance to both local and national governments, to integrate child labor

considerations into policymaking at every level. In Peru, our technical support, capacity building, and funding has allowed a coalition of groups to participate in a National Committee for the Prevention and Elimination of Child Labor. We are also helping the Peruvian government implement a Child Labor Free Seal program, which was originally developed through a previous DOL-funded project. This program will help certify that products in certain supply chains like coffee are produced without child labor.

11. The ILAB award was originally set to end in December 2025.

ILAB's Termination of Global March's Project

12. Throughout the winter of 2024 to 2025, Global March received positive feedback from ILAB staff about the success and continued viability of its ILAB-supported project.

13. In November and December 2024, ILAB commissioned an independent, interim evaluation of Global March's project. In February 2025, ILAB staff provided comments on a draft of the resulting report. Those comments provided or asked for additional context and offered stylistic edits, but ILAB staff did not suggest that there was any fundamental disagreement with the report's conclusions. That draft report concluded that Global March had already made "important strides to assist [civil society organizations] in their effort to act collectively to promote the eradication of child labor in accordance with" United Nations Sustainable Development Goals. The report further concluded that Global March had "largely ... resolved" initial hurdles and was "poised to make a greater impact over the remainder of the period of performance." Attached as Exhibit A is a true and correct copy of the cover and pages 1 through 12 of the most recent draft, which includes the report's Executive Summary, reflecting comments and edits through March 21, 2025.

14. From December 2024 through March 2025, we were also working with ILAB staff to submit a modification request that would extend the project until the end of 2026.

15. On March 3, 2025, Global March received an email from ILAB asking us to fill out a lengthy questionnaire in response to a request from the Office of Management and Budget (OMB), Budget Data Request No. 25-08. The email explained that our responses would “be used to assess alignment of US Government’s (USG) foreign assistance with the President’s America First foreign policy, which requires that each dollar of foreign assistance makes America safer, stronger, and more prosperous.” That email indicated that ILAB would review our responses “and prepare submissions for OMB.” The email asked that we submit our response by March 5.

16. On March 5, Global March submitted those responses as requested. We later responded to several follow-up questions from ILAB staff.

17. Over the following weeks, ILAB never indicated to Global March that project cancellation might be imminent. It also provided no information regarding when OMB might review the questionnaires and take project-related decisions.

18. During this period, we continued to receive positive indications from ILAB staff that our modification request would likely be granted. For example, on March 18, 2025, we met with ILAB staff to discuss whether to adjust our approach to data gathering and analysis to ensure that we could adequately evaluate the next stage of the project. As late as 11:27 AM on March 26, 2025, ILAB staff sent back comments on our draft modification request. Those comments asked for clarifications and additional detail, but ILAB staff did not suggest any change in support for our project or its work.

19. On the morning of March 27, 2025, Global March received a notice from DOL’s Office of Grants Management that our project had been terminated. The notice provided only this

limited justification for the termination: “In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement,” our cooperative agreement was “being terminated pursuant to a directive from the U.S. Department of Labor Office of the Secretary and Bureau of International Labor Affairs (ILAB) for alignment with Agency priorities and national interest.” Attached as Exhibit B is a true and correct of the notice from ILAB to Global March.

20. The termination was immediate, as the notice amended the end date of the performance period to the date of the notice.

Effects of the ILAB Funding Termination on Global March’s Work

21. The cancellation of Global March’s cooperative agreement with ILAB has had an immediate and substantial effect on our work.

22. Global March’s ILAB award represented 60% of our organization’s budget.

23. We anticipate reducing staff by 60% as a result of the termination.

24. Given these cuts, Global March will no longer be able to support our partners’ work with national governments in Uganda, Peru, and Nepal. Our partner organization in Uganda has already determined that it will need to shut its doors entirely, while partners in Nepal and Peru will need to cut their staff by 30%, because we will no longer be able to support their work.

25. This major reduction in our work will make it impossible for us to adequately fulfill our institutional mission of supporting children around the world. Our implementing partners were working to develop “child labor free municipalities” in cooperation with the national governments in Uganda, Peru, and Nepal. Because we will no longer be able to support that work, our partners will not be able to continue their community-focused efforts to reduce child labor in crucial supply chains in industries like coffee, which is consumed in the United States. We

likewise will no longer be able to support innovative “child rights clubs,” which gave child laborers a voice to defend their own rights.

26. We will also suffer reputational harm because we have needed to abruptly pull back on partnerships made possible by DOL funding. In our ILAB project, we asked civil society organizations in Uganda, Peru, and Nepal to invest significant time and effort in our work to build coalitions to combat child labor. Abandoning those coalitions has harmed and will harm our reputation among these civil society organizations, tarnishing our brand name and making it more difficult to recruit new members.

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

Executed on April 30, 2025, in The Hague, NL



Marco Dubbelt

EXHIBIT A



BUREAU OF INTERNATIONAL LABOR AFFAIRS
UNITED STATES DEPARTMENT OF LABOR



Child Rights Club Members in Kyotera, Uganda. Photo with Permission. Credit: Aloysious Nnyombi.

Commented [AB1]: Thanks for confirming permission!

Commented [J(2R1): Of course.

INTERIM EVALUATION

CATALYZING CIVIL SOCIETY TO ACCELERATE PROGRESS AGAINST CHILD LABOR (CATALYST)

January 2025

Grantee: Global March Against Child Labor

Project Duration: December 2021 – December 2025

Fiscal Year and Funding Level: FY 2022 - \$4,000,000

Lead Evaluator: John McCauley, Ph.D.

Evaluation Fieldwork Dates: November 17, 2024 – December 13, 2024

U.S. Department of Labor | Bureau of International Labor Affairs

INTERIM EVALUATION OF CATALYZING CIVIL SOCIETY TO ACCELERATE PROGRESS AGAINST CHILD LABOR (CATALYST)

ACKNOWLEDGEMENT

This report describes in the interim evaluation of the Catalyzing Civil Society to Accelerate Progress Against Child Labor (Catalyst) project. Fieldwork for this evaluation was conducted in November and December 2024. The Mitchell Group, Inc. (TMG) conducted this independent evaluation in collaboration with the project team and stakeholders and prepared the evaluation report according to the terms specified in its contract with the United States Department of Labor. The evaluation team would like to express sincere thanks to all the parties involved for their support and valuable contributions.

Funding for this evaluation was provided by the United States Department of Labor under contract number 1605C2-23-A-0020 and order number 1605C2-24-F-00038. This material does not necessarily reflect the views or policies of the United States Department of Labor, nor does the mention of trade names, commercial products, or organizations imply endorsement by the United States Government.

U.S. Department of Labor | Bureau of International Labor Affairs

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U.S. Department of Labor | Bureau of International Labor Affairs

LIST OF ACRONYMS

| Acronym | Full Phrase |
|----------|---|
| ABA | Area Based Approach |
| AGTR | Network Working Group Association |
| ANPPCAN | African Network for the Prevention and Protection Against Child Abuse and Neglect |
| CAO | Chief Administrative Officer |
| CATALYST | Catalyzing Civil Society to Accelerate Progress Against Child Labor |
| CCN | Cooperating Country National |
| CDRPETI | Regional Steering Committee for the Prevention and Eradication of Child Labor |
| ESIP | Center for Social Studies and Publications |
| CIPA | Community Initiative for Prosperity and Advancement |
| CLFZs | Child Labor Free Zones |
| CL | Child Labor |
| CPETI | National Steering Committee for the Prevention and Eradication of Child Labor |
| CRANE | Children At Risk Action Network |
| CRC | Convention of the Rights of the Child |
| CSOs | Civil Society Organizations |
| DCDO | District Community Development Officer |
| DEMUNA | Municipal Defense for Children and Adolescents |
| DENATI | Defense of Children and Adolescents Against Child Labor |
| DEO | District Education Officer |
| DYA | Development and Self-management |
| ET | Evaluation Team |
| FGD | Focus Group Discussion |
| FAS | Focused Assessment Survey |

U.S. Department of Labor | Bureau of International Labor Affairs

| Acronym | Full Phrase |
|---------|--|
| GMACL | Global March Against Child Labor |
| ILAB | Bureau of International Labor Affairs |
| ILO | International Labor Organization |
| IP | Implementing Partner |
| KII | Key Informant Interview |
| MEL | Monitoring, Evaluation, and Learning |
| MoGLSD | Ministry of Gender, Labor and Social Development |
| PACT | Pro Active Community Transformation |
| PSA | Pre-Situational Analysis |
| RACA | Rakai Counselors Association |
| REFCAR | Rescue Foundation For Children at Risk |
| SAN | Swatantrata Abhiyan Nepal |
| SDG | Sustainable Development Goal |
| SEITI | Child Labor Free Stamp |
| SME | Subject Matter Expert |
| SPWO | Senior Probation and Welfare Officer |
| TDH | Terre des hommes |
| ToC | Theory of Change |
| TMG | The Mitchell Group, Inc. |
| TOT | Training of Trainers |
| UCRNN | Uganda Child Rights NG Network |
| UNICEF | United Nations International Children's Emergency Fund |
| USDOL | United States Department of Labor |

EXECUTIVE SUMMARY**BACKGROUND AND CONTEXT**

After a decline in child labor over two decades, progress has stalled and the number of children in child labor has risen in recent years. In this context, the United Nation's (UN's) Sustainable Development Goal (SDG) 8.7 calls for global action to end child labor, modern slavery, and human trafficking. While SDGs typically emphasize the role of governments, USDOL recognizes that Civil Society Organizations (CSOs) also play a critical role in accelerating progress toward the eradication of child labor. The United States Department of Labor's Bureau of International Labor Affairs (USDOL/ILAB) is thus funding the Catalyzing Civil Society to Accelerate Progress Against Child Labor (Catalyst) project, a four-year, \$4,000,000 project running from December 2021 to December 2025 that aims to build the capacity of CSOs around the world to advance the fight against child labor by raising the voices of workers, advocates, and other civil society representatives. Implemented by the Global March Against Child Labor (GMACL), Catalyst has a global component and three target countries – Nepal, Peru, and Uganda – all of which are pathfinder countries in the UN's efforts to combat child labor under the SDG 8.7 Alliance. [GMACL works with local Implementing Partners \(IPs\) in each participating country.](#)

USDOL/ILAB contracted The Mitchell Group, Inc. (TMG) to conduct an interim evaluation of the Catalyst project. To perform the evaluation, TMG conducted a desk review of documents, 91 Key Informant Interviews (KIs), 7 Focus Group Discussions (FGDs), and 101 Focused Assessment Surveys (FAS), in addition to a cross-country comparative analysis and observation of participating CSOs and participant communities.

The evaluation is a holistic one, accounting for general progress and challenges across the three countries (and in the global advocacy component) while also acknowledging country-specific trends where appropriate.

KEY EVALUATION RESULTS


Catalyst has effectively built capacity on child labor and advocacy and coordination amongst CSOs and between CSOs (including trade unions) and government. Through its trainings, workshops, and coalition meetings, Catalyst has created a national, provincial, and local stakeholder understanding of the child labor problem and the importance of a holistic approach to address it. Notably, Catalyst has mobilized broad support for the Area-Based Approach (ABA) to the child labor problem set, which represents a critical first step in the multi-level and multi-stakeholder agenda.

Catalyst has also generated notable achievements with respect to advocacy. The project has leveraged the capacities and collective voice of its CSO participants to keep the child labor issue on the government agenda, and Catalyst lobbying efforts are providing practical guidance to governments on Alliance 8.7 goals. Participating CSOs have strengthened their collective advocacy through joint coordination committees and action plans.

While implementation is intended for the later stages of Catalyst, the project has established meaningful consultation channels to inform policy and help institute ABA blueprints. Catalyst has supported the development and implementation of national and local bylaws and ordinances to combat child labor consistent with the ABA, and it is incorporating the voices of children in a meaningful way that informs implementation strategies.

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Table 1. Performance Summary

| Performance Summary | Rating |
|---|--|
| <p>PO1 – Increased organizational and technical capacity of CSOs/  to accelerate elimination of Child Labor (CL) and implement SDG 8.7 related policies.</p> <p>Capacity building has been a notable strongpoint of the Catalyst project. First, Catalyst has effectively built capacity on child labor and advocacy and coordination amongst CSOs and with government, creating a national, provincial, and local stakeholder understanding of the child labor problem and the importance of a holistic approach to address it. Notably, Catalyst has helped advance the ABA conceptualization of the child labor problem set and has tailored its capacity building interventions to the country context.</p> <p>Second, Catalyst has prioritized a robust slate of very practical trainings that capitalize not just on Catalyst expertise but also the expertise of coalition members. For example, in addition to trainings on child labor per se, Catalyst has conducted effective trainings to prepare CSOs for their advocacy and lobbying work, on themes such as communication strategies, peer learning, partnerships, and reporting. Finally, Catalyst has advanced capacities by bringing the voices of children in the learning process for CSOs and government.</p> <p>The capacity building outcomes should be sustainable, as Catalyst places an emphasis on knowledge and peer learning rather than material needs. <u>However, Catalyst will need to transfer the methodology to governments and participating CSOs must identify a modest source of funding for ongoing collaboration meetings to ensure sustainable success.</u></p> | <p>Achievement: High</p> <p>Sustainability: High Above-Moderate</p> |

Commented [CC3]: Spell out 'implementing partners' on first use

Commented [J(4R3): Thanks for catching that. We've now spelled it out in the intro section above.

Commented [AB5]: How does this rating account for the 'potential threats to relevance' outlined in section 4.1.1?

Commented [J(6R5): You raise an important point. While we view PO1 outcomes as largely sustainable, it will be important for Catalyst to identify solutions to those threats in order to ensure ongoing success. We have revised the sustainability rate to Above-Moderate to allow for some innovation and improvement in this area.

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| Performance Summary | Rating |
|---|--|
| PO2 – CSO networks effectively advocate for the accelerated elimination of CL under SDG 8.7 with relevant stakeholders. | |
| <p>Catalyst has also generated notable achievements in advocacy. First, Catalyst has organized global symposia for the Global Coordinating Group (GCG) of Alliance 8.7 and is leading the ABA working group for the International Labor Organization (ILO). The project has also leveraged the capacities and collective voice of its CSO participants to keep the child labor issue on the government agenda. Project participants routinely take part in coordination meetings with authorities responsible for crafting and implementing child labor policy.</p> <p>Furthermore, through Catalyst support, participating CSOs have strengthened their collective advocacy, developing joint coordination committees and action plans. Lobbying efforts are now providing practical guidance to governments on Alliance 8.7 goals and on the foundations for Child Labor Free Zones (CLFZs).</p> <p>Catalyst advocacy efforts have been particularly robust with government agencies. Conversely, its lobbying efforts with the private sector lag somewhat behind. Private-sector outreach is likely to improve as Catalyst builds partnerships for implementation of the ABA (pillar 3). In addition, overall project performance, and Catalyst advocacy in particular, was hampered by turnover in Implementing Partner (IP) staff. Turnover in government staff represents an ongoing challenge, as participating CSOs find themselves retracing steps.</p> <p>The advocacy outcomes are largely sustainable, as CSOs are developing strong collective strategies. CSOs will need to maintain adequate entry points with government and to sustain robust Training-of-Trainer (TOT) programs.</p> | <p>Achievement: High</p> <p>Sustainability: Above-Moderate</p> |

Commented [AB7]: Here again, how does this rating incorporate findings around CSO staff turnover, funding, etc.?

Commented [J(8R7): The evaluation team does view P02 outcomes as above-moderate in their sustainability, largely because the IPs have largely resolved the internal turnover issues. Some challenges persist, including turnover in government personnel, but we nevertheless view performance on P02 as above average.

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| Performance Summary | Rating |
|--|--|
| P03 – CSO networks partner in implementation of ABA and other policy initiatives to address child labor. | |
| <p>Catalyst is in the early stages of <u>activity</u> the implementation phase. Nevertheless, performance has been positive. First, Catalyst has established meaningful consultation channels to inform policy and to advance ABA blueprints. Catalyst has also made progress in terms of supporting designated CLFZs, adding child labor indicators to existing child protection policies, and supporting the drafting of legislation and policies.</p> <p>Catalyst has also supported the development and implementation of national and local bylaws and ordinances to combat child labor consistent with the ABA. Finally, by actively consulting children in the areas of local ABA implementation, Catalyst is prioritizing these rightsholders in decisions that impact them. Child labor has been integrated as a cross-cutting issue in child rights clubs and youth networks, further raising the profile of Catalyst. Additional engagement with various stakeholders in local government and with private sector actors will help to accelerate progress toward P03.</p> <p>Catalyst partnerships and linkages are strong, which bodes well for sustainability. Because the aim is to embed the responsibility of addressing child labor in government, industry, and CSO operations, the disengagement process will be as sustainable as the interventions are effective.</p> | <p>Achievement: Above-Moderate</p> <p>Sustainability: Above-Moderate</p> |

Commented [CC9]: We typically use the term 'implementation phase' to refer to the entire period of performance between startup and closeout. I would suggest rephrasing the highlighted sentence to make it clear that you are referring to the implementation of activities and/or completion of deliverables under Outcome 3.

Commented [J(10R9): Thanks, this is good to know. We've revised the highlighted sentence and will keep this in mind throughout.

Commented [TS11]: This rating doesn't seem to be in alignment with the narrative in the report given that many of the activities have not yet occurred and given the challenges that the country implementing partners have faced.

Commented [J(12R11): We have discussed this, and we agree with your point. Our initial view was that Catalyst is doing perhaps better than expected on P03 at this interim stage of the project, but when progress is viewed against the end goal, we agree that it would be most appropriate to categorize current achievement as Moderate. We fully expect that it will improve as P03 becomes a bigger priority in the later stages of the project.

PROMISING PRACTICES

1. Catalyst has aligned with actors from numerous countries and regional fora. Sharing strategies for addressing child labor, especially using the ABA, builds partnership, and CSO advocacy efforts creates synergies in child labor reduction efforts, and facilitates CSO advocacy efforts.
2. Catalyst is monitoring 8.7 commitments at the country level and has been the primary provider of technical expertise on the ABA. This has helped Catalyst advocate for accelerating the implementation of the ABA and other activities.
3. Catalyst has effectively established joint CSO advocacy strategies, which raises awareness among government agencies and improves the CSOs' lobbying leverage.
4. Catalyst is setting country-specific annual and quarterly targets, which helps to focus and advance implementation.
5. The capacity building trainings with CSOs support local ownership, participation, and sustainability. Each country has developed effective training programs and tools, which can then be shared and converted into Training of Trainers (TOT) tools to support ongoing capacity building.
6. The participating CSOs are conducting effective advocacy through children's networks, in particular by promoting child rights clubs and encouraging children's position statements for inclusion in government outreach.
7. Catalyst is coordinating across municipalities and stakeholder types, including with trade unions, to implement the ABA. Given the importance of broad buy-in, this is an important start.

Commented [CC13]: Suggest reversing the order of these two points, as the synergies in CL reduction efforts really follow from the CSO advocacy efforts, not the other way around.

Commented [el14R13]: Agreed. The text was reversed

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8. Catalyst's development of the Pathfinder Country scorecard is promoting accountability and facilitating the tracking of policy innovations related to the ABA.

LESSONS LEARNED

1. Giving voice to children as natural rightsholders in the fight against child labor is critical to ensure inclusive programming and sustainability.
2. Having an effective and evidence-based Theory of Change (ToC) from the start and building a Monitoring, Evaluation, and Learning (MEL) system from the start-early stages is important for informing timely programmatic decisions and sharing lessons across countries. The ToC, MEL plan, and key project pillars should all be aligned for maximum effectiveness.
3. The private sector and trade unions are critical stakeholders in the implementation of the ABA and establishment of Child Labor Free Zones (CLFZs). They can mobilize resources to implement actions, enforce the ABA, and identify support for children.
4. While Catalyst is principally a knowledge- and advocacy-focused project, funding remains critical for CSOs to sustain their advocacy and technical roles. While Catalyst is primarily knowledge- and advocacy-based, CSOs must be able in order to attend advocacy meetings and provide technical training to government and private sector actors on ABA implementation. Catalyst will need to innovate sustainable sources of modest funding. The lesson is that for CSOs to advocate for the elimination of child labor, capacity is not the only limited factor. Sustainable funding is necessary. There is need to include in The Catalyst's sustainability plan activities that advocate for and secure funding for the CSOs to continue their work.
- 4.5. Adapting to and addressing structural challenges at the country level, including weak information systems on child labor and high government staff turnover, is a priority to ensure the effectiveness and efficiency of project activities. Institutionalized trainings and trans-agency outreach represent potential strategies.
- 5.6. Budget allocations contribute best to project effectiveness and efficiency when they reflect the scope of activities in each location. Current funding allocations appear imbalanced in favor of global activities. At the country level, funding to improve pay scales, retain technical staff, and document effective practices could benefit Catalyst.

CONCLUSION AND KEY RECOMMENDATIONS

The Catalyst project is making important strides to assist CSOs in their effort to act collectively to promote the eradication of child labor in accordance with SDG 8.7. The project is also poised to make a greater impact over the remainder of the period of performance. Some administrative hurdles slowed Catalyst at the outset, but those challenges have largely been resolved. With adjustments to improve its reach and sustainability, Catalyst will very likely achieve its desired outcomes. Its capacity building trainings have been particularly noteworthy. Participating CSOs have developed a strong sense of collective advocacy, and their advocacy efforts toward governments have been commendable, with sustained lobbying of private sector actors likely to follow. Achieving implementation goals will understandably take additional time, but partnerships are already emerging and Catalyst is contributing meaningful to ABA blueprints and to local ordinances against child labor.

As Catalyst advances, the IPs and its IPs and CSOs that engage in advocacy and support the ABA approach will continue to navigate cultural and institutional challenges, some of which are broad and some of which are unique to the implementation contexts in Nepal.

Commented [AB15]: It's unrealistic to expect a project to have this from the start. Developing the CMEP, which is an evidence based monitoring framework, requires time to gather input from project stakeholders. It's true that this CMEP took additional time, but was necessary given the scope and context.

Commented [J(16R15): We understand this and agree. We want to stress that the perspective of the ET is that the CMEP is comprehensive and appropriate; it's just that the implementation has been a challenge, and the sooner MEL staff are put in place and the tracking of information made a priority, the better. We have revised the language to recognize your point.

Commented [AB17]: Would be useful to see specific examples somewhere in the body of the evaluation.

Commented [J(18R17): Thanks for this recommendation. We have added an example in the Lessons Learned section in the body of the report: "In Peru, it would help Catalyst to track how many municipalities are implementing the ABA as a result of their advocacy and how well the ABA is performing in terms of actually reaching working children and helping them to stay in school. In this way, they Catalyst would monitor how effective their advocacy strategy is and learn what works best."

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

Commented [CC19]: Unclear what exactly the lesson is here? Is it that the project should have allocated its budget differently?

Commented [J(20R19): Thanks. We have made an effort to clarify the lesson.

Commented [CC21]: Suggest rephrasing this as not all partner CSOs are actually under the project – so "As Catalyst advances, its CSOs" is not quite accurate. The CSOs do not belong to the project.

Commented [J(22R21): Good point. We have rephrased the text to avoid that implication.

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Peru, and Uganda. With enhanced global networking, stronger MEL strategies, and effective advocacy among private sector actors in addition to government, the project is poised to attain its objective and to capitalize on the strengths of CSOs to make progress toward SDG 8.7. The following recommendations from the evaluation team aim to support efforts to improve, sustain, and leverage the important progress that Catalyst has made to this point.

Table 2. Key Recommendations

Below are key recommendations to improve or maximize Catalyst project effectiveness, efficiency, relevance, sustainability, and impact.

| For USDOL |
|--|
| Consider a no-cost project extension to account for delays and ensure sustainability. |
| Promote, increase, and mainstream an approach to child labor that includes a particular expanded focus on at-risk populations, whose needs may be addressed and root causes are inadvertently excluded or overlooked from in conventional current efforts to address child labor, leaving those most vulnerable to child labor, particularly forced child labor, unaddressed more vulnerable to exploitation. This includes children such as migrant children, children with disabilities, and children from lower castes. |
| Foster south-south cooperation with across IPs in the three project countries to ensure learning across IPs and to document best practices and lessons learned. |
| Consider USG influence and mechanisms that could support project interventions, for example, amplifying engagement with embassies to leverage to support for the adoption of draft legislation. |
| Consider <u>expanding Catalyst programming</u> with actors that have their own infrastructure for outreach and funding: trade unions, child clubs, private sector actors, and women's cooperatives. |
| For GMACL (Global) |
| Create a mechanism for country programs to learn from and help each other on a more frequent basis. |
| Bolster support for in-country MEL staff and the compilation of evidence on outputs and outcomes at the country level, accessible to key personnel in each country. |
| Monitor, identify, and support improved staff retention practices to ensure project positions are filled sustainably. |
| For GMACL and IPs (Country level) |
| Improve ABA training tools so municipalities can support sustained implementation. |
| Expand capacity building within participating CSOs to address knowledge gaps occurring due to individual staff turnover or reliance on too few representatives. |
| Develop and embed a TOT program into existing local organizations that play a role in child labor and that have their own infrastructure for outreach. |

Commented [AB23]: Please spell out, throughout.

Commented [J(24R23): Corrected throughout. Thanks.

Commented [TS25]: Are these recommendations specific to the Catalyst project or for all USDOL funded projects?

Commented [ma26R25]: This is specific to the Catalyst project. I have added language to clarify.

Commented [CC27]: Suggest removing this as it is already something DOL is working with the project on.

Commented [J(28R27): Thank you for that information. If we may, we'd like to suggest keeping this recommendation, both to support the independence of the evaluation and because it helps to address some of the key research findings.

Commented [TS29]: This recommendation is not clear. ABAs cover all children in a given area. Do you mean that these children should receive services based on their particular needs?

Commented [ma30R29]: Language was revised for clarity and to more closely tie the recommendations to the findings.

Commented [CC31]: Meaning the governments of Uganda/Nepal/Uganda? What entities specifically does this refer to?

Commented [ma32R31]: The recommendation is intended to support learnings between implementing partners. I have revised language for clarity.

Commented [TS33]: This recommendation seems to be more appropriate for GMACL.

Commented [J(34R33): This is a good point, and one we considered. Since activities to foster this learning were not included in the project document and no funding was allocated to support such efforts, we believe DOL buy-in would be needed. This recommendation was included in both the DOL and GMACL recommendations.

Commented [TS35]: To leverage support?

Commented [ma36R35]: Yes, thank you.

Commented [CC37]: USDOL has programming with trade unions, private sector, and cooperatives.

Commented [TS38R37]: And a number of USDOL-funded projects promote child rights clubs.

Commented [J(39R37): These points are well-noted. The recommendation is designed to support the expansion of Catalyst project support for self-sustaining organizations in the participating countries, consistent with the evaluation findings that CSOs will not be able to sustain intended interventions alone. The recommendation was provided to DOL to allow for the programmatic shift and to the implementing partners to implement.

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| |
|--|
| Expand efforts to address the root causes of child labor and the needs of vulnerable, at-risk populations. |
| Work with governments to ensure that legislation codifies the definition of child labor in alignment with international standards, and disperse training materials widely. |
| Expand engagement with the private sector to establish relationships with international buyers aligned with international standards on responsible business conduct. |
| Establish alumni platforms for child club members to mentor new club members and expand opportunities for promoting actions to limit child labor. |

1 PROJECT CONTEXT AND DESCRIPTION

1.1 BACKGROUND

After a decline in child labor over two decades, an ILO/UNICEF report warned that the global push to end child labor has stalled in recent years: the estimated number of children in child labor rose to 160 million worldwide in 2020, an increase of 8.4 million over the previous four years. In this context, the UN's Target 8.7 SDG made a call for global action to end child labor, modern slavery, and human trafficking.¹ Although the SDGs emphasize the role of governments in making progress toward this goal, USDOL recognizes that CSOs – including trade unions, labor advocates, anti-child labor services, and community development organizations – also play a critical role in accelerating progress toward the eradication of child labor.

1.2 THIS INCLUDES ADVOCATING FOR TRADE UNIONS, LABOR ACTIVISTS, ANTI-CHILD LABOR, AND COMMUNITY DEVELOPMENT.

1.3.2 PROJECT DESCRIPTION

To support SDG 8.7 and to strengthen civil society's ability to combat child labor, USDOL funded the Catalyst project, a four-year, \$4,000,000 project running from December 2021 to December 2025. Catalyst operates with a global component and three target countries – Nepal, Peru, and Uganda – all of which are pathfinder countries in the UN's efforts to combat child labor under the SDG 8.7 Alliance.

Catalyst is implemented by the Global March Against Child Labor (GMACL). GMACL's IPs include *Centro de Estudios Sociales y Publicaciones* (CESIP) and *Desarrollo y Autogestión* (DvA) in Peru, *Swatantrata Abhiyan* (SAN) in Nepal, and the *African Network for Prevention Against Child Abuse and Neglect* (ANPPCAN) in Uganda. IPs in each respective country build the capacity of CSOs and support collective advocacy to combat child labor.

Catalyst is rooted in collective CSO work, with significant emphasis on addressing the root causes of child labor and combining lessons learned stemming from Area-Based Approaches (ABAs) at the grassroots level. This is done with multi-layered advocacy (i.e., top-down and bottom-up through local and national government(s) and quasi-

Commented [SI40]: Suggest removing the term "activists" as it is polarizing and instead focus on what they are trying to do such as "advocating for labor rights."

Commented [ma41R40]: Language was revised for clarity.

Commented [J(42R40): We agree. Thank you for noting this.

Commented [SI43]: This sentence is difficult to understand. What is the evaluator trying to say that CSOs are advocating trade unions and "labor activists" to do? Is it addressing child labor in the communities?

Commented [ma44R43]: Language was revised for clarity.

Commented [TS45]: Suggest removing the term "activists" as it is polarizing and instead focus on what they are trying to do such as "advocating for labor rights."

Commented [ma46R45]: Language was revised for clarity.

Commented [TS47]: This sentence is difficult to understand. What is the evaluator trying to say that CSOs are advocating trade unions and "labor activists" to do? Is it addressing child labor in the communities?

Commented [ma48R47]: Language was revised for clarity.

¹ International Labor Organization (ILO). "SDG Alliance 8.7 Joining forces globally to end child labour, forced labour, modern slavery and human trafficking." ILO Fundamentals. <http://www.ilo.org/fundamentals>.

EXHIBIT B

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



NOTICE OF TERMINATION
IL379512175K

March 27, 2025

Marcus Dubbelt
Stichting Global March Against Child Labour
Koningskade 30 GF2050
S-Gravenhage 2596-AA

Dear Mr. Dubbelt:

In compliance with 2 CFR 200.340 and the termination conditions of the cooperative agreement, Cooperative Agreement IL379512175K, *Catalyzing Civil Society Movement to Achieve Sdg 8.7: Ending Child Labor*, is being terminated pursuant to a directive from the U.S. Department of Labor (USDOL) Office of the Secretary and the Bureau of International Labor Affairs (ILAB), for alignment with Agency priorities and national interest.

As part of the termination process, please note that the end date of the period of performance on this award will immediately be truncated and reflect today's date. Your organization must then submit a Final Federal Financial Report (SF-425) that reflects approved Federal expenditures and the unobligated balance. Payments made to the recipient or recoveries by USDOL must be in accordance with the legal rights and liabilities of the parties.

Once we receive the Final Federal Financial Report referenced above and reconcile this with the Payment Management System record, please look for an amendment to the award confirming closeout.

Thank you for your time and efforts. We look forward to working with you during the closeout process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue Levenstein
Grant Officer
Office of Grants Management

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

AMERICAN CENTER FOR
INTERNATIONAL LABOR
SOLIDARITY, et al.,
Plaintiffs,

v.

LORI CHAVEZ-DEREMER, et al.,
Defendants.

Case No. 1:25-cv-01128 (BAH)

DECLARATION OF THEA LEE

I, Thea Lee, declare as follows:

1. I served as the Deputy Undersecretary for International Labor Affairs at the U.S. Department of Labor (DOL) from May 2021 to January 2025. In that role, I led DOL's Bureau of International Labor Affairs (ILAB).

2. This declaration is based on my personal knowledge of numerous aspects of ILAB's work.

3. ILAB's mission is to improve global working conditions, raise living standards, protect workers' ability to exercise their rights, and address the workplace exploitation of children and other vulnerable populations. ILAB's work supports American workers and businesses, which should not face competition based on egregious labor violations, including child labor, forced labor, human trafficking, and limits on freedom of association. ILAB's work is also critical to enforcement of the Uyghur Forced Labor Prevention Act and the U.S.-Mexico-Canada Agreement, as well as other bilateral and regional trade agreements and unilateral preference programs (including the Generalized System of Preferences and the African Growth and Opportunity Act).

4. Crucial to ILAB's ability to fulfill this mission is the grants that ILAB makes, using money specifically appropriated by Congress for this purpose, to support technical assistance projects addressing child labor and other workers' rights issues. Those technical assistance projects are then carried out by civil society organizations operating under cooperative agreements with DOL.

5. The office of the Deputy Undersecretary for International Labor Affairs provides guidance to ILAB staff to develop technical assistance projects that respond to critical labor issues around the world. At the outset of the project planning process and consistent with congressional directives, ILAB's leadership allocates ILAB's appropriated funding for technical assistance projects between two overarching categories: projects to prevent child labor and projects to address workers' rights in countries with trade agreements or preference programs with the United States.

6. The Deputy Undersecretary outlines thematic or country priorities to consider when designing new programs. These priorities are based on several factors, including congressional mandates, administration priorities, related trade enforcement actions, and multilateral commitments. For example, Congress has long mandated that ILAB trace and publicly report on goods produced with forced and child labor, including through an annual report on the worst forms of child labor. To ensure that ILAB can fulfill those mandates, ILAB leadership over the past several years has prioritized funding projects that pilot and evaluate new methodologies for supply chain tracing to identify leverage points to address child labor or forced labor within global supply chains.

7. Following the passage of the United States-Mexico-Canada Agreement (USMCA), ILAB responded to a congressional mandate to develop and fund projects to support Mexico's compliance with the labor requirements of the trade agreement. ILAB developed a comprehensive

program of technical assistance projects, carried out by organizations through cooperative agreements with DOL, targeting all major actors in Mexico's industrial relations system: workers' organizations, employers, and the national labor ministry and labor inspectorate.

8. ILAB projects are implemented by civil society organizations with deep expertise in the countries, sectors, and issues ILAB seeks to address. They are selected via a public, competitive process. Although ILAB keeps project design and drafting process confidential to maintain a fair and competitive application process, ILAB project solicitations pass through multiple layers of vetting, editing, and approvals within DOL before they are shared publicly.

9. At the conclusion of the public solicitation process, an independent panel reviews responsive proposals and selects the grantee. Upon the selection of the project grantee, ILAB initiates a cooperative negotiation with the implementing organization to hone and finalize the project, identify in-country partners, and agree on evaluation measures.

10. ILAB rigorously evaluates its technical assistance projects. It then uses project reporting data and evaluations both to measure the impact and success of the projects it funds, and to inform its policy interventions around the world. For example, ILAB's projects have funded more than 30 national child labor and forced labor surveys, making it possible for the International Labor Organization (ILO) to improve its estimates of global child and forced labor. This detailed data allowed for more effective policy interventions at the national level. The governments of Ghana and Cote d'Ivoire used information gathered through ILAB projects to develop and implement national Child Labor Action Plans to address child labor in the cocoa, fishing, and agriculture sectors.

11. ILAB also shares learning from those projects with counterpart federal agencies to enable efficient cooperation and effective implementation of their mandates. For example, U.S.

Customs and Border Protection uses ILAB's information about forced labor in its investigations and enforcement of the forced labor import ban (Section 307 of the Tariff Act of 1930). The U.S. Trade Representative's investigations into violations of the labor chapter of the USMCA are informed by ILAB's project partners in Mexico. The Department of Commerce's National Oceanic and Atmospheric Administration (NOAA) and the U.S. Coast Guard rely on expertise from ILAB's fisheries projects to improve their enforcement of illegal, unregistered, and unreported fishing.

12. To my knowledge, and after consultation with colleagues, it is my understanding that ILAB has never unilaterally terminated a project because of a change in U.S. government policy priorities. In the event that an ILAB project ran into difficulties, we would try to address the concerns through consultations with the grantee. If that were not possible, the project might be moved to another location or amended as needed.

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

Executed on May 2, 2025, in Cambridge, MA.



Thea Lee

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

AMERICAN CENTER FOR
INTERNATIONAL LABOR
SOLIDARITY, et al.,
Plaintiffs,

v.

LORI CHAVEZ-DEREMER, et al.,
Defendants.

Case No. 1:25-cv-01128 (BAH)

[PROPOSED] ORDER GRANTING PRELIMINARY INJUNCTION

Upon consideration of Plaintiffs' motion for a preliminary injunction and accompanying memorandum of law, it is hereby

ORDERED that the motion is **GRANTED**.

It is further **ORDERED** that Defendants are **ENJOINED** to reinstate all Bureau of International Labor Affairs (ILAB) cooperative agreements that were terminated between March 13 and March 27, 2025.

It is further **ORDERED** that Defendants are **ENJOINED** from terminating any of those agreements during the course of this litigation.

SO ORDERED.

Date: May __, 2025

U.S. District Judge