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August 14, 2025

VIA ACMS

Molly Dwyer
Clerk of Court
U.S. Court of Appeals for the Ninth Circuit
P.O. Box 193939
San Francisco, CA 94119-3939

Re: *American Federation of Government Employees, AFL-CIO (AFGE) v. Trump*, No. 25-4014 (9th Cir.)

Dear Ms. Dwyer:

Defendants submit this letter to update the Court that several defendant-agencies have terminated certain collective bargaining agreements. For example, the Department of Veterans Affairs has terminated master collective bargaining agreements and associated agreements with the American Federation of Government Employees (AFGE), the National Association of Government Employees (NAGE), the Service Employees International Union (SEIU), the National Nurses Organizing Committee/National Nurses United (NNOC/NNU), and the National Federation of Federal Employees (NFFE), except insofar as those agreements cover employees who were exempted from Executive Order 14,251's coverage (e.g., police officers, firefighters, and security guards).

In addition, on August 13, 2025, the Office of Personnel Management revised A1 of the Frequently Asked Questions document located at ER-125. It now reads as follows:

Q1: What do agencies need to do to terminate applicable CBAs?

A1: Due to ongoing litigation, agencies should not terminate, abrogate, or repudiate any CBAs with the National Treasury Employees Union (NTEU) until the conclusion of litigation or further guidance. Agencies may choose to terminate, abrogate, or repudiate CBAs with other unions, and should consult with their General Counsels to assess next steps regarding those CBAs.

As this Court observed in staying the district court’s preliminary injunction pending appeal, “any terminated agreements can be reinstated if Plaintiffs ultimately prevail.” *AFGE v. Trump*, No. 25-4104, 2025 WL 2180674, at *5 (9th Cir. Aug. 1, 2025). Accordingly, it remains the case that plaintiffs’ alleged harms—which are already “speculative”—do not outweigh the harm that the injunction imposed on the government. *Id.* at 5.

Sincerely,

s/ Benjamin T. Takemoto
Benjamin T. Takemoto

cc: All parties (via ACMS)