UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

HARRIS COUNTY, TEXAS, *Plaintiff,* v. U.S. ENVIRONMENTAL PROTECTION AGENCY, *et al.*, *Defendants.*	Civil Action No. 1:25-cv-03646-TSC

[PROPOSED] BRIEF OF SENATORS WHITEHOUSE, SANDERS, MERKLEY, REPRESENTATIVES FLETCHER, CLEAVER, PALLONE, AND 78 ADDITIONAL MEMBERS OF CONGRESS AS *AMICI CURIAE* IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

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INTEREST OF *AMICI CURIAE*[1]

Amici curiae listed in the attached appendix are members of Congress. *Amici curiae* include the Ranking Members of the Senate Committee on Environment and Public Works and the House Committee on Energy and Commerce, which have jurisdiction over the Greenhouse Gas Reduction Fund ("GGRF"); the original champions of the Solar for All program and GGRF; the Ranking Member of the Senate Committee on the Budget; multiple members of the Senate and House Committees on Appropriations, which have jurisdiction over appropriations and rescissions; House members representing Harris County; and other members of Congress. Similarly, *amici* partook in negotiations around the One Big Beautiful Bill Act ("OBBBA").

Amici have a strong interest in ensuring that Congress's statutory mandates and plenary power over appropriations and spending are protected. They submit this brief because of the important separation-of-powers issues implicated by the Environmental Protection Agency's ("EPA's") unauthorized termination of obligated Solar for All grants. As members of Congress, *amici curiae* are well-positioned to provide insights that may assist the Court in evaluating the parties' arguments concerning Congressional intent, the appropriations process, and separation-of-powers principles.

[1] No party or counsel for any party authored this brief in whole or in part, no party or party's counsel contributed any money intended to fund the preparation or submission of this brief, and no person other than *amici* or their counsel contributed money intended to fund this brief. *See* L.C.R. 7(*o*)(5); Fed. R. App. P. 29(a)(4) (*amicus* brief disclosure requirements).

INTRODUCTION

The Founders divided power between the three branches to prevent "accumulation of all powers, legislative, executive, and judiciary, in the same hands," because such accumulation "may justly be pronounced the very definition of tyranny." *The Federalist No. 47*, at 301 (James Madison) (Clinton Rossiter ed., 1961).[2] The Constitution grants the power of the purse to Congress, not the President or his agents. U.S. Const. art. I, § 9, cl. 7 (Appropriations Clause); U.S. Const. art. I, § 8, cl. 1 (Spending Clause). Congress obligates funds for specific programs, and it is a "settled, bedrock principle[] of constitutional law" that an agency may not "decline to follow a statutory mandate or prohibition simply because of policy objections." *In re Aiken Cnty.*, 725 F.3d 255, 259 (D.C. Cir. 2013) (Kavanaugh, J.).

This case concerns EPA's ongoing attempts to evade its statutory obligations, aggrandizing executive power at the expense of settled legislative prerogatives. As part of the Inflation Reduction Act ("IRA") of 2022, Congress created the GGRF and appropriated $27 billion—$7 billion of which was designed to "enable low-income and disadvantaged communities to deploy or benefit from zero-emission technologies." Pub. L. No. 117-169, 136 Stat. 1818, 2065-67 (2022) (creating a new § 134 of the Clean Air Act, 42 U.S.C. § 7434). EPA created the Solar for All program in accordance with the statutory directive and obligated all GGRF grant funding, including all $7 billion in Solar for All funding, before the program's statutory deadline of September 30, 2024. In Section 60002 of the OBBBA, enacted after all grant funding had been obligated and authorization for this program had expired, Congress

[2] Likewise, John Adams observed: "The dignity and stability of government in all its branches . . . depends so much upon an upright and skillful administration of justice, that the judicial power ought to be distinct from the legislative and executive, and independent upon both, that so it may be a check upon both, as both should be checks upon that." John Adams, "Thoughts on Government," in 4 *Works of John Adams* 195 (C. Adams ed. 1851).

rescinded *unobligated* GGRF funds and repealed the GGRF.[3] The only unobligated funds remaining were $19 million that Congress had separately appropriated to EPA for GGRF oversight costs. Yet, following the OBBBA's enactment, EPA sent every Solar for All grantee a termination notice, claiming that the OBBBA's rescission of unobligated oversight funding and repeal of the GGRF program justified EPA's termination of the obligated funds.[4] Pl.'s Mem. of Law in Supp. of Harris County's Mot. for Summ. J. ("Pl.'s MSJ"), ECF No. 32, Ex. A at 1 (Jan. 30, 2026) (August 7 Notice).

EPA has provided "shifting, post-hoc, and unsupported allegations" to justify its termination of the GGRF programs, including Solar for All. *Climate United v. Citibank N.A.*, 154 F.4th 809, 842 (D.C. Cir. 2025) (Pillard, J. dissenting), *vacated and reh'g granted*, 2025 WL 3663661 (D.C. Cir. Dec. 17, 2025). EPA now seeks to avoid accountability for its unlawful cancellation of the Solar for All program, in violation of the plain text of the OBBBA and explicit Congressional intent. According to EPA, its improper termination can only be remedied by issuing replacement grants, which it claims it cannot issue under Section 60002 of the OBBBA. *See* Defs.' PI Opp'n at 25–26. But the Agency fails to show that a replacement contract is required, rather than judicial vacatur, to remedy its *ultra vires* actions.

The Solar for All funds were fully obligated by September 2024. Congress's subsequent repeal of the by-then expired GGRF program and rescission of unobligated funds did not

[3] Section 60002 states, in its entirety: "Section 134 of the Clean Air Act (42 U.S.C. 7434) is repealed and the unobligated balances of amounts made available to carry out that section (as in effect on the day before the date of enactment of this Act) are rescinded." Pub. L. No. 119-21, 139 Stat. 72, 154 (2025).

[4] In this litigation, EPA has shifted away from its initial justification for the termination and now argues that OBBBA either required or allowed EPA to terminate the program. *See generally* Defs.' Mem. of Law in Opp'n to Pl.'s Mot. for Prelim. Inj., ECF No. 20 (Nov. 10, 2025) ("Defs.' PI Opp'n").

sanction EPA's wholesale elimination of the already-obligated Solar for All program. EPA's elimination of the Solar for All program was not justified, and this Court should restore the status quo before EPA's wrongful terminations.

ARGUMENT

I. The Court can vacate an unlawful agency action related to Congressional appropriations.

As a threshold matter, Plaintiff asks this Court to vacate EPA's unlawful termination of the Solar for All program and restore its original grant. Pl.'s MSJ at 43–45. EPA argues that the only way to remedy the Agency's unlawful grant termination would be to issue replacement grants, which EPA claims it cannot do post-OBBBA. Defs.' PI Opp'n at 25. That is not correct.

Judicial vacatur "does nothing but re-establish the status quo absent the unlawful agency action." *Texas v. United States*, 40 F.4th 205, 220 (5th Cir. 2022), *overruled on other grounds*, *United States v. Texas*, 599 U.S. 670 (2023); *see also Ala. Power Co. v. EPA*, 40 F.3d 450, 456 (D.C. Cir. 1994) ("To vacate means to annul; to cancel or rescind; to declare, to make, or to render, void; to defeat; to deprive of force; to make of no authority or validity; to set aside.") (cleaned up); *Keystone-Conemaugh Projects LLC v. EPA*, 100 F.4th 434, 446 (3d Cir. 2024) ("[A] vacated agency action is a nullity that has no force and effect."); *Indep. U.S. Tanker Owners Comm. v. Dole*, 809 F.2d 847, 854–55 (D.C. Cir. 1987) (explaining that vacatur of an agency rule returns conditions to the status quo ante). When an agency action is contested and a reviewing court confirms that the action was unlawful, the court can set aside that action and restore the status quo in place before the unlawful act.

The Court need not reach the question of whether EPA has authority to issue replacement grants; that question is a red herring. If this Court finds EPA's termination unlawful, it can vacate that termination. EPA cites two Comptroller General opinions that are not germane to

EPA's claims. In *In re Navajo Nation Oil & Gas Co.*, the Comptroller General described that a "replacement contract doctrine" exists to "facilitate contract administration . . . should a replacement contract be required because, for example, the initial contract is terminated for default because of poor performance or is terminated for convenience *because a court or other competent authority determines that a contract was improperly awarded*." B-270723, 96-1 CPD P 187, 1996 WL 174689, at *3 (Comp. Gen. Apr. 15, 1996) (emphasis added). Nothing in that opinion supports the proposition that a replacement contract is the remedy required, rather than vacatur, when a court finds an agency's grant termination to be improper. *See also In re Funding of Replacement Contracts*, 60 Comp. Gen. 591, 593 (1981) (making clear that a replacement contract enables an agency to contract with *a different party* after terminating a contract for default: "this reprocurement arrangement became known as a replacement contract"). The Comptroller General opinions assume regularity in an agency's termination and do not speak to the relief available where a court holds the agency's termination unlawful. And they by no means question a court's ability to review the lawfulness of termination in the first place. EPA's position mischaracterizes appropriations law and fails to show that a replacement contract is required to remedy an unlawful termination.

EPA has given no reason why its unlawful actions to unwind Congressional appropriations should stand. This is not a case where a bankrupted recipient, a criminally charged senior executive, or a flooded-out physical location creates an occasion for executive "discretion" to withhold duly appropriated and obligated funds in a particular grant. This is an agency's attempted (and out-of-time) blanket veto of a program. This Court has the power—and duty—to vacate EPA's unlawful elimination of the Solar for All program.

II. The OBBBA does not provide cover for EPA's unlawful cancellation of the Solar for All program.

By its plain text, the OBBBA rescinded only *un*obligated funds and prospectively repealed the only GGRF program. Congress could not have made clearer its intention to leave the already-obligated Solar for All grants untouched, as evident in the statutory text and in contemporaneous statements. EPA nonetheless cancelled the Solar for All grants, claiming that the OBBBA justified that termination. In a mind-bending display of circular reasoning, EPA now argues that, regardless, the OBBBA renders its cancellation of the obligated Solar for All grants unreviewable. Defs.' PI Opp'n, at 25–27. It simply cannot be the case that an executive agency can unilaterally cancel a Congressionally mandated program in its entirety—and in violation of the terms of a reconciliation bill—and then use that same statute as cover to evade accountability for its unlawful action.

A. The OBBBA only rescinded unobligated funds.

Congress holds the power of the purse. U.S. Const. art. I, § 9, cl. 7 (Appropriations Clause); U.S. Const. art. I, § 8, cl. 1 (Spending Clause). When Congress obligates funds for specific programs, an agency's policy objections cannot override those Congressional mandates. *Aiken Cnty.*, 725 F.3d at 259. EPA has been vocal in its animosity to the Solar for All program, with Administrator Zeldin publicly calling Solar for All a "grift" and a "boondoggle" and announcing his intention to "end this program for good." *See* Lee Zeldin (@EPALeeZeldin), X (Aug. 7, 2025, 2:07 PM), https://x.com/epaleezeldin/status/1953518426602803684. Yet EPA does not allege, or even suggest, in this Court that grantees acted in bad faith or committed fraud. In pursuit of its single-minded quest to cancel Solar for All, which President Trump has derided

as part of the "Green New Scam,"[5] EPA contends that OBBBA forecloses review of an action OBBBA did not authorize.

The OBBBA rescinded *unobligated* funds from numerous IRA grant programs, including unobligated GGRF funds. In keeping with this pattern, the OBBBA section relating to the GGRF provided: "Section 134 of the Clean Air Act (42 U.S.C. 7434) is repealed and the *unobligated* balances of amounts made available to carry out that section (as in effect on the day before the date of enactment of this Act) are rescinded." Pub. L. No. 119-21, § 60002, 139 Stat. at 154 (emphasis added). "The preeminent canon of statutory interpretation requires us to presume that the legislature says in a statute what it means and means in a statute what it says there." *BedRoc Ltd. v. United States*, 541 U.S. 176, 183 (2004). In the absence of ambiguity or absurd results—neither of which is present here—courts decline to "read an absent word into the statute." *Lamie v. U.S. Tr.*, 540 U.S. 526, 538 (2004); *see also Bates v. United States*, 522 U.S. 23, 29 (1997) ("[W]e ordinarily resist reading words or elements into a statute that do not appear on its face."); *Dean v. United States*, 556 U.S. 568, 572 (2009) (same). Thus, the OBBBA rescinded only unobligated GGRF funds (of which the only remaining funds were GGRF's oversight funds), and it did not create authority for EPA to cancel obligated grant funds. The Solar for All grants were fully obligated and not within the scope of the OBBBA rescission on July 3, 2025. And, in case there was any doubt, Section 60002 has no retroactive effect. "[C]ourts read laws as prospective in application unless Congress has unambiguously instructed retroactivity." *Vartelas v. Holder*, 566 U.S. 257, 266 (2012). Section 60002 contains no such unambiguous instruction.

[5] Former President Trump Remarks at the Economic Club of New York, at 21:05-21:35, C-SPAN (Sep. 5, 2024), https://www.c-span.org/program/campaign-2024/former-president-trumpremarks-at-the-economic-club-of-new-york/648558.

The budget score from the non-partisan Congressional Budget Office ("CBO") reinforces this reading of the plain statutory text. Lawmakers relied on CBO's "score," or the estimated cost or savings of each provision, to ensure the reconciliation bill met each Committee's savings or spending instructions as set by the Budget Committees. *See* Cong. Budget Off., "Estimated Budgetary Effects of Public Law 119-21, to Provide for Reconciliation Pursuant to Title II of H. Con. Res. 14, Relative to CBO's January 2025 Baseline" (July 21, 2025), https://www.cbo.gov/publication/61570.

When the proposed repeal and rescission of unobligated GGRF funds was initially proposed in the Senate Environment and Public Works Committee, CBO scored the provision as saving $19 million of the $30 million in funding set aside from the GGRF grant programs for EPA administration and oversight. *See* Letter from Sen. Sheldon Whitehouse, Ranking Mem. of S. Comm. on Envtl. & Pub. Works, et al., to Lee Zeldin, Administrator, EPA (Aug. 14, 2025), *available at* https://perma.cc/9YL9-QFPL; Letter from Reps. Frank Pallone, Jr., Paul D. Tonko, and Yvette D. Clarke, to Lee Zeldin, Administrator, EPA (Aug. 11, 2025), *available at* https://perma.cc/CLK5-HNXW. The upshot is that not a penny from the actual grant programs would be saved, because those funds were already obligated; only the unobligated oversight funds would be recoupable. If the OBBBA had authorized EPA to claw back GGRF money that the federal government had already obligated, the budget score would have reflected savings of another $27 billion: $7 billion for Solar for All and $20 billion for the GGRF's green bank programs. CBO further confirmed that repeal of the program language did not create any additional savings. *See* Letter from Sen. Sheldon Whitehouse, Ranking Mem. of S. Comm. on Envtl. & Pub. Works, et al., to Lee Zeldin, Administrator, EPA (Aug. 14, 2025), *available at* https://perma.cc/9YL9-QFPL.

Consistent with the statutory text and its budgetary score, members of Congress confirmed that the OBBBA did not claw back obligated Solar for All funding or authorize EPA to do so. During the House Energy & Commerce Committee mark-up of the OBBBA on May 13, 2025, Congressman Morgan Griffith, then-Chair of the Environment Subcommittee, stated:

> I just want to point out that these provisions that we are talking about only apply as far, as this bill is concerned, to the unobligated balances. So if a grant was already given, as far as this bill is concerned, then that would still be going forward. . . . [W]e can't rescind expenditures that have already been obligated.

H. Comm. on Energy & Commerce, Full Committee Markup of Budget Reconciliation Text (May 13, 2025).[6] And after EPA cancelled the Solar for All program, the office of Senator Lisa Murkowski, chair of the Senate Appropriations Committee's Subcommittee on Interior, Environment, and Related Agencies, reiterated the impropriety of that cancellation and emphasized that EPA must reinstate the grants:

> We disagree with EPA's termination of all obligated funding under the Solar For All program. The reconciliation bill explicitly rescinded unobligated balances and we had assurances from the agency through the morning of the announcement that no Alaska recipients would be harmed. *After an investigation and potentially litigation, we expect EPA to reverse course and reinstate previously obligated funds for this program*.

Alex DeMarban, *EPA axes program that would have injected $125 million in Alaska for small-scale solar projects*, Anchorage Daily News (Aug. 24, 2025), https://perma.cc/PR54-JWYZ (emphasis added).

[6] https://energycommerce.house.gov/events/full-committee-markup-of-budget-reconciliation-text.

B. The OBBBA neither sanctions EPA's unlawful termination of Solar for All nor renders that termination unreviewable.

Just as the OBBBA did not authorize EPA to terminate obligated Solar for All grants, the Act did not foreclose judicial review of EPA's unlawful termination. "[It is] core administrative-law principle that an agency may not rewrite clear statutory terms to suit its own sense of how the statute should operate." *Util. Air Regul. Grp. v. EPA*, 573 U.S. 302, 328 (2014). Yet EPA goes even further here, inventing authority that simply cannot be found in the text of the OBBBA. EPA's claim that the OBBBA prevents this Court from redressing Plaintiff's injuries by vacating EPA's elimination of the Solar for All program, Defs.' PI Opp'n at 25, is simply wrong.

Rescissions are a relatively commonplace tool Congress uses to retake control of unobligated funds. But that tool cannot extend to already obligated funds; that is, funds for which another party may have a legal claim.[7] *See* Gov't Accountability Off., *Principles of Federal Appropriations* Law, 4th ed., ch. 5, § 2.a, GAO-04-261SP (Washington, D.C.: Jan. 2004) ("Congress may pass a law to rescind the unobligated balance of a[n] . . . appropriation at any time prior to the accounts closing."); Impoundment Control Act, 2 U.S.C. § 683(b) (describing rescission as relating to amounts "available for obligation"); Cong. Budget Off., "CBO Explains How It Estimates Savings from Rescissions" (May 26, 2023), https://www.cbo.gov/publication/59209 (explaining that a rescission will not impact funds that are obligated).

[7] Congress has separately established a procedure for closing accounts, five years after a Congressional authorization ends. *See* 31 U.S.C. § 1552. That housekeeping provision enables the cancellation of even obligated funds at that point, on the theory that if there is still money in the account it is unlikely to be needed to meet obligations. In the case of Solar for All and the other GGRF programs, this provision would not go into effect until five years from September 30, 2024, and thus this procedure did not apply.

Agencies such as EPA are "creatures of statute" that "possess only the authority that Congress has provided." *Nat'l Fed'n of Indep. Bus. v. Dep't of Lab.*, 595 U.S. 109, 117 (2022); *see also West Virginia v. EPA*, 597 U.S. 697, 723 (2022) ("Agencies have only those powers given to them by Congress. . . ."); *Biden v. Nebraska*, 600 U.S. 477, 494, 503 (2023) (concluding that agencies may neither "rewrite [a] statute from the ground up" nor "seiz[e] the power of the Legislature"). If Congress itself could not rescind obligated Solar for All funds through the OBBBA, it is self-evident that EPA cannot use the OBBBA as cover to do so—especially using language that says no such thing. Such a position would represent a dizzying accrual of power to the Agency at the expense of Congress's constitutional appropriations power. Indeed, it is difficult to see what appropriations authority Congress retains if EPA can rely on a statutory rescission of unobligated funds to retroactively claw back obligated funds that Congress deliberately and expressly did not touch.[8]

C. The GGRF repeal addressed potential future re-obligation, not currently obligated grants.

Finally, EPA mischaracterizes Section 60002's repeal of the GGRF language as enabling it to claw back existing obligations. But Congress repealed the GGRF language to address the much narrower scenario of potential re-obligation.

[8] In the face of increasingly brazen executive encroachment, it is necessary for courts to exercise their fundamental role as protectors of the constitutional balance of powers. *See, e.g.*, *Mistretta v. United States*, 488 U.S. 361, 382 (1989) ("It is this concern of encroachment and aggrandizement that has animated our separation-of-powers jurisprudence and aroused our vigilance against the 'hydraulic pressure inherent within each of the separate Branches to exceed the outer limits of its power.'") (quoting *INS v. Chadha*, 462 U.S. 919, 951 (1983)); Gillian E. Metzger, *Taking Appropriations Seriously*, 121 Colum. L. Rev. 1075, 1082 (2021) (explaining that judicial reticence to wade into appropriations disputes has increasingly led to "the creation of a de facto presidential spending authority and a corresponding weakening of congressional control of the purse").

Congress enacted the OBBBA through the budget reconciliation process. Under the Senate's "Byrd Rule," only provisions with budgetary impacts may be included in reconciliation bills. *See* Cong. Rsch. Serv., "The Budget Reconciliation Process: The Senate's 'Byrd Rule'" (Sep. 28, 2022), https://www.congress.gov/crs-product/RL30862. As described above, the CBO scored Section 60002 as having $19 million in budgetary savings—the amount saved by the rescission of the unobligated oversight funds that remained in the GGRF program. If the repeal language somehow clawed back the already-obligated GGRF grant funds that Congress could not touch through the rescission, the CBO score would have shown savings of $27 billion. When asked, the CBO confirmed that the repeal language did not create any additional savings. *See* Letter from Sen. Sheldon Whitehouse, Ranking Mem. of S. Comm. on Envtl. & Pub. Works, et al., to Lee Zeldin, Administrator, EPA (Aug. 14, 2025), *available at* https://perma.cc/9YL9-QFPL.

If the GGRF repeal had no budgetary impact, then how did it make it into a reconciliation bill, notwithstanding the Byrd Rule? The GGRF repeal survived the Byrd Rule because of the potential for a limited "re-obligation." The initial GGRF appropriation required EPA to issue all Solar for All grants by September 30, 2024. That statutory deadline to obligate the GGRF funding was an outlier in the IRA; the statutory deadlines for other EPA-jurisdictional IRA programs were years later.[9] Sometimes, however, funds are re-obligated, for instance if a grantee does not spend its entire grant or if EPA *lawfully* terminates a grant. This was a salient possibility in the case of the GGRF program because EPA had already sought to cancel the other two GGRF programs, the National Clean Investment Fund and Clean Communities Investment

[9] *See, e.g.*, IRA Section 60105 (Air Pollution Monitoring Grants) (authorizing a grant program until September 30, 2031); IRA Section 60109 (Funding for Hydrofluorocarbons Phaseout) (authorizing a grant program until September 30, 2026).

Accelerator. Litigation over those attempted cancellations was already in progress when the OBBBA was passed,[10] so there was a known possibility that if a court upheld EPA's terminations of those grant programs, the $20 billion in funding from those programs would revert to EPA. And if that funding reverted to EPA with the GGRF program still on the books, EPA would likely have to issue replacement grants. Repealing the GGRF language addressed that possibility, ensuring that if EPA prevailed in the *Climate United* litigation, the $20 billion would revert to the Treasury via funds that could no longer be re-obligated and would therefore be considered savings under a budgetary impact analysis. It is due to this potential $20 billion savings that the repeal provision of Section 60002 did not run afoul of the Byrd Rule. The repeal thus reflects Congress's decision that if EPA were to prevail in the *Climate United* litigation, the Agency should not be required to start the obligations process anew for those grant programs.

In contrast, at the time Congress passed the OBBBA, EPA had not yet attempted to terminate the fully obligated Solar for All program. So there is simply no way that Congress could have expected—much less intended—that the repeal would sanction EPA's cancellation of Solar for All and attempted claw back of the $7 billion in obligated Solar for All funds. Moreover, as a matter of statutory interpretation, it would make no sense for Congress to state in Section 60002 that it was only rescinding "unobligated" funds if the GGRF repeal in that exact same provision could be used to also claw back obligated funds. *See, e.g.*, *Henson v. Santander Consumer USA Inc.*, 582 U.S. 79, 89 (2017) (courts should presume "that the legislature says what it means and means what it says") (cleaned up).

[10] *See Climate United Fund v. Citibank, N.A.*, 778 F. Supp. 3d 90, 116 (D.D.C. 2025) ("*Climate United*").

EPA's argument here puts the cart before the horse. Recognizing that the repeal had a budgetary impact *in case* a court ruled in EPA's favor in the *Climate United* litigation is not the same as EPA's argument here—that EPA's termination of the Solar for All program means a court *must* rule in its favor and refrain from judicial review. The fact that Congress repealed GGRF so that EPA would not need to redistribute lawfully re-obligated funding does not provide cover for EPA to unlawfully terminate grants and then claim that Plaintiff has no recourse.

CONCLUSION

EPA asks this Court to find hidden in Section 60002 a loophole that directly conflicts with the plain meaning of its text, is inconsistent with federal appropriations law, and improperly aggrandizes EPA's power at the expense of Congress's constitutional appropriations authority. Doing so would radically alter the balance of power between Congress and the executive. It would also harm the American people, the intended beneficiaries of the Solar for All program. This Court should not sanction EPA's attempted power grab. This Court has the power to vacate EPA's unlawful elimination of Solar for All, and *amici* respectfully urge the Court to exercise that power.

Dated: February 11, 2026

Respectfully submitted,

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Representative of Washington

Christian Menefee
Representative of Texas