No. 16-1540

IN THE

Supreme Court of the United States

DONALD J. TRUMP,
PRESIDENT OF THE UNITED STATES, ET AL.,
Applicants,
v.
HAWAII, ET AL.,
Respondents.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

BRIEF AMICI CURIAE OF THE INTERNATIONAL REFUGEE ASSISTANCE PROJECT AND HIAS, INC, IN SUPPORT OF RESPONDENTS

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CORPORATE DISCLOSURE STATEMENT

In accordance with United States Supreme Court Rule 29.6, *amici* make the following disclosures:

1) The parent corporation of *amicus* International Refugee Assistance Project is the Urban Justice Center, Inc.

2) *Amicus* HIAS, Inc. does not have parent corporations.

3) No publicly held company owns ten percent or more of the stock of any *amicus* or its parent corporation.

MOTION FOR LEAVE TO FILE

The International Refugee Assistance Project and HIAS, Inc. move this Court for leave to file the enclosed brief as *amici curiae* in support of respondents without ten days' advance notice to the parties, as is ordinarily required by Supreme Court Rule 37.2(a). In light of the extremely expedited nature of the government's Motion for Clarification, it was not feasible to give ten days' notice. All parties have consented in writing to the filing of this brief without such notice.

Amici are U.S.-based non-profit entities that provide resettlement and legal services to refugees and other foreign nationals. Both are plaintiffs-respondents in *Trump v. International Refugee Assistance Project*, No. 16-1436 (Stay Application No. 16A1190). As set forth in the accompanying brief, *amici* seek to explain both the nature of their relationships with certain refugees that the government has sought to exclude, and the types of harm they would suffer were this Court to grant the government's Motion for Clarification.

For the foregoing reasons, pursuant to this Court's Rules 21.2(b) and 37.1, *amici* respectfully request that the Court grant this motion for leave to file the accompanying *amicus* brief.

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Dated: July 18, 2017

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INTEREST OF *AMICI CURIAE*[1]

Amici are U.S.-based non-profit organizations that provide a variety of services to refugees and other foreign nationals seeking to resettle in the United States. Both are plaintiffs-respondents in *Trump v. International Refugee Assistance Project*, No. 16-1436 (Stay Application No. 16A1190).

HIAS, founded as the Hebrew Immigrant Aid Society, is a non-profit organization whose mission is to rescue people whose lives are in danger and help them resettle in the United States. HIAS is the global refugee organization of the American Jewish community. Its clients include both refugees and their families, both in the United States and abroad. HIAS is one of nine non-profit organizations in the United States that serve as resettlement agencies for the U.S. Refugee Admissions Program ("USRAP"). HIAS has been providing resettlement services to refugees since 1881.

The International Refugee Assistance Project ("IRAP") is a non-profit organization that provides direct legal services to refugees and others seeking to escape violence and persecution, as well as to their U.S.-based family members. Its staff and pro bono volunteers represent and work directly with individuals abroad throughout their application, travel, and resettlement processes.

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[1] *Amici* have moved this Court for leave to file this *amicus* brief in support of respondents without ten days' advance notice to the parties, as is ordinarily required by Supreme Court Rule 37.2(a). No party has authored this brief in whole or in part, and no one other than *amici*, their members, and their counsel have paid for the preparation or submission of this brief.

SUMMARY OF ARGUMENT

In its June 26 decision denying in part and granting in part the government's request for a stay of the district court's injunction, this Court carefully distinguished between those non-citizens who have a "bona fide relationship" with a U.S. person or entity, and those who do not. It did so based on a balancing of the equities, finding that where such a relationship exists, the harm to U.S. persons and entities warrants the injunction's protection. With respect to entities, the Court stated that to be "bona fide," the relationship need only be "formal, documented, and formed in the ordinary course" of business. *IRAP*, slip op. at 12. As an example, it cited an invitation to give a lecture.

In implementing the Court's stay order, however, the government decided that the relationship formed between a U.S.-based resettlement agency and a refugee for whom it has provided a formal assurance of resettlement assistance is not "bona fide." As the district court correctly held, that decision was contrary to the text and reasoning of this Court's order. Mot. Add. 17 ("An assurance from a United States refugee resettlement agency, in fact, meets each of the Supreme Court's touchstones: it is formal, it is a documented contract, it is binding, it triggers responsibilities and obligations, including compensation, it is issued specific to an individual refugee only when that refugee has been approved for entry by the Department of Homeland Security, and it is issued in the ordinary course, and historically has been for decades.").

The government's current motion improperly attempts to bypass the court of appeals and have this Court review the district court's decision in the first instance. It should be rejected as premature. In the event that the Court decides to address the merits, however, this *amicus* brief explains why the government's application of the Executive Order to refugees with formal assurances from U.S. resettlement agencies is wrong.

Refugees who have been approved and fully vetted by the U.S. government, and then assured for resettlement by a U.S. non-profit entity, account for about fifteen percent of the refugees in the USRAP pipeline. The relationship between a resettlement agency and a refugee to whom it formally assures resettlement assistance is extensive, intimate, and formally documented. Formal assurances trigger extensive client-specific efforts by resettlement agencies and their community partners. They are issued at the conclusion of a long and arduous refugee admission process involving multiple layers of security checks and a medical screening.

Banning refugees who have these relationships with U.S. resettlement agencies will cause concrete harm to those and other U.S. entities. The resettlement agencies are not government proxies as the government suggests, Br. 21-22, but independent entities with long-standing missions to serve refugees that pre-date (often by decades) the government's involvement in refugee resettlement. Providing these services to individual refugees is the organizations' reason for being. Suspending the entry of refugees whose resettlement has been assured by entities like HIAS would inflict serious harm on the entities'

operations and missions, harm that will compound over time as refugees' various security checks and clearances begin to expire.

At the same time, recognizing assurances as giving rise to a "bona fide relationship" does not negate the Court's distinction between noncitizens with and without bona fide relationships. Unless they have some other connection to the United States, the government may continue to apply Section 6 during its effective period to the more than 175,000 refugees who are at an earlier stage in the process and have not received formal assurances from a U.S. entity. Thus, the Executive Order will have real consequences for many noncitizens abroad, but the injunction continues to provide vital protection for those with a relationship to a U.S. entity that is "formal, documented, and formed in the ordinary course." *Id.* at 12. That is precisely the "equitable judgment" reflected in this Court's opinion. *Id.* at 10.

BACKGROUND

The process that a refugee must endure to apply for and receive resettlement in the United States is long and arduous, typically lasting between eighteen and twenty-four months. D. Ct. Doc. 297-3 (Declaration of Mark Hetfield ¶¶ 6-21); D. Ct. Doc. 336-3 (Supplemental Declaration of Mark Hetfield ¶¶ 11-16); D. Ct. Doc. 301-1 (Declaration of Lawrence E. Bartlett ¶¶ 7-16). Formal assurance, which the district court held constitutes a bona fide relationship, is one of the very last steps, occurring after refugees have been vetted and just before they travel to the United States.

The extensive pre-assurance screening process generally starts with the refugee registering with the United Nations High Commissioner for Refugees ("UNHCR") in the country to which he or she has fled. D. Ct. Doc. 301-1 (Bartlett Decl. ¶ 8). If the UNHCR determines after an interview and review of documents that the applicant meets the United States' criteria for resettlement consideration and presents no disqualifying information, the UNHCR refers the case to a U.S. embassy. The embassy then transfers the case to one of nine Resettlement Support Centers across the world for further processing. *Id.* ¶ 9. These Centers process refugee applications, prepare case files, and initiate security checks. *Id.* ¶ 10. Once the case files are prepared, the applicant interviews with the U.S. Citizenship and Immigration Services to establish eligibility for refugee status and resettlement in the United States. *Id.* ¶ 12. If the refugee is eligible, the case proceeds through multiple layers of security and medical screening, most of which apply separately to every member of the family in the refugee application, including children. *Id.* ¶¶ 12-13; D. Ct. Doc. 336-3 (Hetfield Supp. Decl. ¶¶ 11-16) (detailing the various steps including an Inter-Agency Check involving numerous U.S. intelligence agencies).

Only after clearing these hurdles does a refugee obtain a "sponsorship assurance" from one of nine private non-profit organizations in the United States known as "resettlement agencies." D. Ct. Doc. 301-1 (Bartlett Decl. ¶ 14); D. Ct. Doc. 297-3 (Hetfield Decl. ¶ 16). *Amicus* HIAS is one of these nine resettlement agencies. On a weekly basis, the resettlement agencies review the case files of specific refugees who are seeking sponsorship assurance to evaluate the fit

between the needs of each refugee and the resources of the local communities where the agencies' affiliates are based. U.S. Dep't of State, *The Reception and Placement Program*[2]; D. Ct. Doc. 301-1 (Bartlett Decl. ¶ 18); D. Ct. Doc. 297-3 (Hetfield Decl. ¶ 16). If, after evaluating the refugee's needs and the capacity of its own network of affiliates, a resettlement agency decides that one of its affiliates can sponsor the refugee, it provides a written "assurance." *Ibid.*; D. Ct. Doc. 301-1 (Bartlett Decl. Ex. 3 (attaching sample form of an assurance)). An assurance is a formal, documented commitment by the resettlement agency and its affiliate (together, "resettlement entities") to arrange for the reception of the refugee and provide individualized, specialized assistance before and after his or her arrival in the United States. D. Ct. Doc. 297-3 (Hetfield Decl. ¶ 16-17).

Once a resettlement agency provides an assurance, information about the agency is communicated to the refugee, *see* U.S. Dep't of State, *The Reception and Placement Program*, *supra*, and the resettlement entities begin the process of preparing for the refugee's arrival. D. Ct. Doc. 297-3 (Hetfield Decl. ¶ 17). Once they receive an assurance, after selling possessions and terminating any leases and employment, refugees typically travel to the United States within two to six weeks. *Id.* at 18.

During that period, resettlement agencies complete an intensive process to welcome the refugee to the United States. In advance of the refugee's arrival, they undertake substantial preparations to

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[2] *Available at* https://www.state.gov/j/prm/ra/receptionplacement/index.htm.

assure that there will be adequate living arrangements and assistance for a smooth transition. *Id.* ¶ 20. The resettlement entities ensure that an arriving refugee is greeted at the airport, transported to already-furnished living quarters, provided with food and clothing, and connected to necessary medical care. *Id.* ¶¶ 19-21; D. Ct. Doc. 301-1 (Bartlett Decl. Ex. 2 (outlining entities' obligations for pre-arrival and post-arrival services)). Resettlement entities also provide case management services, which may include an initial safety orientation, facilitating school enrollment, and assisting with employment and public benefits. D. Ct. Doc. 297-3 (Hetfield Decl. ¶ 20). Preparation for a refugee's arrival thus involves a substantial investment of time and resources by a resettlement agency.

On June 26, 2017, this Court issued an opinion granting a limited stay in this case and in *Trump v. IRAP*, in which *amici* are among the respondents. The Court held that the Executive Order's bans could be imposed only as to individuals "who lack any bona fide relationship with a person or entity in the United States," and further explained that "[t]he facts of these cases illustrate the sort of relationship that qualifies." *IRAP*, slip op. at 9, 12. The Court thus left in place the lower courts' nationwide injunctions against the enforcement of the relevant provisions of the Executive Order "with respect to respondents and those similarly situated." *Id.* at 9. As to U.S. entities, the Court explained that to qualify, a relationship must be "formal, documented, and formed in the ordinary course, rather than for the purpose of evading" the Order. *Id*. at 12.

Amici, like the *Hawai'i* plaintiffs, repeatedly sought to consult with the government in the days following this Court's opinion regarding the government's implementation of the partial stay. The government declined to do so, and instead simply provided *amici* with published guidance documents on the eve of its implementation of the partial ban. That guidance has since been repeatedly altered in belated recognition of multiple ways in which the government's implementation was inconsistent with this Court's order (all of which *amici* and the *Hawai'i* plaintiffs had pointed out to the government shortly after the Court issued its opinion).[3] Because the refugee provisions are enjoined only in the *Hawai'i* litigation, and because of *amici*'s specific interests and expertise regarding refugee issues, *amici* filed briefs in support of the *Hawai'i* plaintiffs in the district court below. *See* Mot. 9 n.2, 13 n.3.

ARGUMENT

I. THE DISTRICT COURT CORRECTLY CONCLUDED THAT RESETTLEMENT

[3] For example, since it first issued guidance on June 29, the government has (1) reversed its initial position that fiancés are subject to the ban, (2) conceded that certain categories of refugees are categorically protected by the injunction, after initially omitting them from its list of protected categories, and (3) reversed its initial position that clients of legal services organizations categorically lack bona fide relationships with U.S. entities, but without publishing any superseding guidance on that issue.

AGENCIES HAVE BONA FIDE RELATIONSHIPS WITH REFUGEES FOR WHOM THEY HAVE PROVIDED A FORMAL ASSURANCE OF SPONSORSHIP.

1. The district court correctly found that, under this Court's order, the government cannot apply the Executive Order to bar entry of refugees who have received a formal assurance of sponsorship from a U.S. resettlement agency, because those refugees have a "bona fide relationship with a[n] . . . entity in the United States." *IRAP*, slip op. at 13. The government does not dispute that the relationship between a refugee and an assuring resettlement agency is "formal, documented, and formed in the ordinary course, rather than for the purpose of evading [the Executive Order]." *Id.* at 12; *see* D. Ct. Doc. 297-3 (Hetfield Decl. ¶ 17) (describing the formation and documentation of the refugee-resettlement agency relationship). That is all that is required under this Court's opinion to warrant the protection of the injunction.

Moreover, the Court explained that the injunctions applied to both "respondents" and "parties similarly situated to them—that is, people or entities in the United States who have relationships with foreign nationals abroad." *IRAP*, slip op. at 10; *see id.* at 12 ("[T]he facts of *these cases* illustrate the sort of relationship that qualifies.") (emphasis added). *Amicus* HIAS is a respondent in *IRAP* and has relationships with refugees abroad for whom it has provided assurances. *See* Mot. 9 n.2, 20 n.6; *see also, e.g.*, Doc. No. 93, First Amended Complaint, *IRAP v.*

Trump, No. 17-cv-361 (D. Md. filed Mar. 10, 2017), ¶¶ 161-166 (discussing HIAS's assured clients).

2. The touchstone of this Court's equitable analysis was whether a U.S. individual or entity could "legitimately claim concrete hardship" if a noncitizen were to be excluded. It found such hardship to exist whenever a noncitizen has a credible claim of a "bona fide relationship" with a U.S. person or entity. *IRAP*, slip op. at 13. The government is simply wrong when it asserts, without citing anything in support, that "the exclusion of an assured refugee [cannot] plausibly be thought to 'burden' a resettlement agency . . . ." Mot. 22. In fact, the record demonstrates that resettlement agencies like HIAS experience concrete harm whenever the government excludes refugees for whom the agency has provided formal assurances and invested resources preparing for resettlement.

First, resettlement entities face potentially devastating economic harm. For each refugee they do not resettle, they lose the $950 that they are allocated to provide services for that particular person. D. Ct. Doc. 297-3 (Hetfield Decl. ¶ 22); *cf. Exodus Refugee Immigration, Inc. v. Pence*, 165 F. Supp. 3d 718, 730 (S.D. Ind. 2016) (holding that loss of funding to a resettlement non-profit is an injury for Article III purposes), *aff'd,* 838 F.3d 902 (7th Cir. 2016) (Posner, J.). In addition, if the refugee does not arrive in the United States, or is delayed in arriving, the entities lose the money and resources they have already expended in pre-arrival preparation, such as renting housing and arranging for basic necessities such as food, utilities, and medical care. D. Ct. Doc. 297-3 (Hetfield Decl. ¶ 17-22); *cf. Vill. of Arlington Heights v. Metro. Housing Dev. Corp.*, 429 U.S. 252, 262 (1977)

(recognizing economic injury based on resources already invested in a project). To give one specific example, HIAS had partnered with a synagogue and a church who raised funds to rent and furnish an apartment for a Syrian refugee family that it had assured—only to find out that the family may not arrive because of the government's interpretation of this Court's Order. D. Ct. Doc. 336-3 (Hetfield Supp. Decl. ¶ 9).

Resettlement entities face equally significant non-economic hardships when formally assured refugees are denied entry. Helping refugees find safety is their very reason for existing. That mission is often rooted in the core religious beliefs of an entity, its employees, and its affiliates. *See* D. Ct. Doc. 297-3 (Hetfield Decl. ¶ 4) (explaining that HIAS's resettlement work is "an expression of[] the organization's sincere Jewish beliefs," and that failing to carry out that work "violates HIAS's deeply held religious convictions"). Moreover, the commitments that resettlement entities and their partners make to the refugees they assure are individualized and meaningful. In order to effectively resettle an assured refugee, entities must develop an understanding of the particular person or family they are assuring and mobilize a community—which could include entity staff, congregations, volunteers, local or ethnic leaders, school officials, landlords, and others—to receive them. Resettlement entities are thus invested in their assured refugees in both economic and non-economic ways.

These relationships are as "bona fide" and as close as the examples this Court cited as meriting protection—such as those between a university and an

admitted student, between a company and a hired employee, or between the organizer of an event and a lecturer. *IRAP*, slip op. at 12; *see also Exodus Refugee Immigration, Inc.*, 165 F. Supp. 3d at 732 (recognizing close relationship between resettlement non-profit and refugees that it had agreed to resettle). In all of these relationships, the U.S. entity chooses to form a relationship with a particular person, makes commitments, and invests resources preparing for the person's arrival. In fact, formal assurances are a deeper and longer-lasting relationship than a one-time invitation to lecture or admission to a short-term academic program.

3. The government does not dispute that the relationship between a resettlement agency and a refugee it sponsors is "formal, documented, and formed in the ordinary course, rather than for the purpose of evading [the Executive Order]." *IRAP*, slip op. at 12. Nor does it dispute that, if the government bans assured refugees, their resettlement entities will lose economic resources, waste the significant investments they have made preparing to help refugees adjust to life in the United States, and suffer non-economic harms to their mission and community relationships.

Instead, the government contends that its own part in the refugee resettlement process means that resettlement entities have *no* relationship with the refugees they select and commit to shepherd through the resettlement process. Mot. 2 (arguing that "[p]rior to the refugee's arrival, . . . the relationship is solely between the government and the agency"). That contention fundamentally misunderstands the entities' role in the resettlement process.

First, the government argues that the entity-refugee relationship is not "bona fide" because the assurance itself is technically an agreement between the entities and the federal government. Mot. 21-22. But the fact that the federal government has required resettlement agencies to provide assurances before allowing refugees to travel does not diminish the commitment that the entities make to the refugees themselves, the steps that the entities take in anticipation of refugees' arrival once the assurance is issued, or the hardship the entities experience if the refugees they have assured do not arrive. It does not matter *who* receives the formal documentation of the relationship—only that the relationship is "formal," "documented," and "formed in the normal course of business." *IRAP*, slip. op. at 12. The assurances provided by the resettlement agencies represent a connection to individual refugees that satisfies each of those requirements.

Second, the government finds it "[s]ignificant[]" that resettlement agencies often do not have any "direct contact" with the refugees prior to their arrival. Mot. 22. This is a red herring. Resettlement entities may not always interact directly with refugees prior to their arrival, but they do expend significant resources and marshal a host of individualized services for each refugee prior to arrival, based on personal information they receive about each refugee they agree to resettle. *See* Dep't of State, *The Reception and Placement Program*, *supra*. Refugees similarly receive information about the non-profit that has agreed to sponsor them. *See id.* This level of interaction is not meaningfully different from that involved in other protected bona fide relationships—for example, a college's decision to admit a perspective

student based solely on written application materials. [4] Indeed, nearly all of the entity relationships recognized by this Court's opinion share a similar structure to the assurance relationship. Just as the resettlement entity provides an assurance partly in anticipation of future resettlement activities, an employer makes a job offer in anticipation of the future work relationship, often based solely on the assurances of a third-party recruiter; a university admits a student in anticipation of the future study relationship; and *whoever* invites a lecturer does so in anticipation of the future relationship the lecturer will have with his or her as-yet unformed audience. The government's rule thus breaks faith with this Court's explanation of which entity relationships qualify.

Finally, the government insists that in addition to the criteria established by this Court, individuals must also demonstrate a "freestanding connection to resettlement agencies that is separate and apart from the Refugee Program." Mot. 22. That additional criterion is not only untethered to anything this Court said, it also ignores what USRAP is. Resettlement entities like HIAS formed relationships with individual refugees long before the Refugee Act of 1980. D. Ct. Doc. 297-3 (Hetfield Decl. ¶ 2) (stating

[4] Nor is it relevant that the communication is typically handled through a third party prior to the refugee's arrival. For example, speaking invitations for lecturers are often handled through third-party speaker bureaus, *see, e.g.*, American Program Bureau: Speaking to the World, https://www.apbspeakers.com, and individuals applying to college may do so through a third-party application processor, *see* The Common Application, Inc., *Fact Sheet* (2016) (describing third-party entity through which students can apply to college), http://www.commonapp.org/about-us/fact-sheets.

that HIAS has been providing refugee resettlement services since 1881). The government cannot be the sole source of relationships that were being formed for a hundred years before the Refugee Act. Through USRAP, Congress sought to recognize and support those relationships, *see, e.g.*, H.R. Rep. No. 608, 96th Cong., 1st Sess. 6 (1979) ("Refugee resettlement in this country has traditionally been carried out by private voluntary resettlement agencies. . . . The Congress recognizes that these agencies are vital to successful refugee resettlement."), not diminish them as the government tries to do here.

II. THE DISTRICT COURT'S ORDER AVOIDS SEVERE, UNNECESSARY, AND IRREPARABLE HARM TO FULLY VETTED REFUGEES.

The district court's order is not only correct, but avoids potentially catastrophic results for the refugees themselves. That is because refugees at this stage of the process have a set window to complete their travel—if they miss this window, the security and medical checks that they passed will begin to expire. D. Ct. Doc. 336-3 (Hetfield Supp. Decl. ¶¶ 12-16). Once a check expires, it must be re-initiated. *Id.* ¶ 17. But because each security check can take months or even years to complete, the expiration of even one can have a cascading effect, as other clearances expire while the first is being re-processed. *Id.* ¶ 19. As a result, even relatively short-term delays in the resettlement process reverberate for far longer.

The potentially devastating consequences of even a short travel delay further underlines that the equitable balance strongly favors exempting fully-

vetted, formally assured refugees from the ban. A decision not to protect relationships formed by assurances of sponsorship by U.S. resettlement entities would jeopardize the lives of the approximately 24,000 refugees who have already completed a stringent vetting process. D. Ct. Doc. 301-1 (Bartlett Decl. ¶ 17). And introducing any further delay into the process will likely result in at least one clearance expiring during the additional time. D. Ct. Doc. 336-3 (Hetfield Suppl. Decl. ¶ 18). A stay or reversal of the district court's order could therefore result in not only a temporary delay for many of these refugees, but a lifetime ban.

III. THE DISTRICT COURT'S ORDER STILL ALLOWS THE GOVERNMENT TO APPLY THE BAN TO REFUGEES WITHOUT BONA FIDE RELATIONSHIPS TO INDIVIDUALS OR ENTITIES IN THE UNITED STATES.

The government's concern that the district court's order "effectively eviscerates this Court's ruling," Mot. 14, is misplaced. This Court's ruling allowed the Executive Order to be implemented as to refugees whose exclusion would not harm any U.S. entities or persons, and the district court's ruling does the same. There are over 200,000 individuals currently in USRAP, and fewer than 24,000 have received assurances. The district court's recognition that a formal assurance represents a bona fide relationship thus has no effect on over 85 percent of refugees currently in USRAP.

The government nevertheless complains that the number of people who already have assurances

may exceed the number of people that it can schedule for travel before the end of the fiscal year on September 30, and that therefore the district court injunction does not as a practical matter allow it to apply the Executive Order to bar any refugees from entering the country. Mot. 24-25. This argument is triply flawed.

First, the equitable balance this Court struck did not turn on the number of people that did or did not have bona fide relationships with U.S. entities or individuals. Where a refugee's connection to an entity is formal, documented, and formed in the ordinary course, the government's desire to apply the ban is "outweigh[ed]" by the harm that the U.S. entity would suffer if its client is excluded. *IRAP*, slip op. at 10.

Second, the government's argument is framed as though Section 6 of the Order acts only upon the *entry* of refugees. But that is simply not so. The Order suspends for 120 days not just travel, but also "decisions on applications for refugee status," and the district court's ruling regarding assurances does *nothing* to disturb the application of Section 6 to such decisions prior to the (very late) assurance stage. The government's assertion that the district court's order renders the stay a "dead letter," Mot. 20, or ensures that it "covers virtually no refugee," Mot. 25, is plainly incorrect.

Third, through its control over the adjudication process and travel bookings, the government has *already* reduced the number of refugees who have been able to enter the United States by tens of thousands. On January 20, 2017, the United States was on pace to hit the existing admissions cap of 110,000 refugees for this fiscal year—meaning

approximately 9,000 refugees would be admitted every month.[5] Since then, however, the pace of booking refugees for travel has slowed considerably, to under 2,000 admissions per month. Karoun Demirjian et al., *"Refugee Processing Has Ground to a Halt": A Group of Senators Wants to Know Why*, Wash. Post, May 4, 2017.[6] As a result, even if all currently assured refugees are admitted this fiscal year, the government will still have admitted *forty thousand fewer refugees* than could have been admitted absent the bans. *Ibid.* ("[R]esettlement officials say that at the current pace, there is no way the country could take in more than about 65,000 refugees.").

Thus, if it addresses the merits, this Court should affirm the district court. Doing so would simply allow refugees who have already obtained assurances of sponsorship from U.S. resettlement entities and passed the rigorous vetting process to be welcomed into the country during this fiscal year, thus sparing the resettlement entities substantial, and concrete, hardships.

CONCLUSION

For these reasons, and the reasons urged by the respondents, *amici* ask that the Court deny the government's Motion for Clarification of June 26, 2017,

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[5] Phillip Connor et al., *U.S. on Track to Reach Obama Administration's Goal of Resettling 110,000 Refugees This Year*, Pew Research Center (Jan. 20, 2017), http://pewrsr.ch/2jwYQvg.

[6] *Available at* https://www.washingtonpost.com/powerpost/refugee-processing-has-ground-to-a-halt-a-group-of-senators-want-to-know-why/2017/05/04/d49aee2a-30d6-11e7-9534-00e4656c22aa_story.html?utm_term=.a3d911535e3a.

Stay Ruling and Application for Temporary Administrative Stay of Modified Injunction.

Respectfully Submitted,

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