IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. _______

WILDERNESS WORKSHOP, and
THE WILDERNESS SOCIETY,

Plaintiffs,

v.

DOUGLAS BURGUM in his official capacity as Secretary of the Interior,
UNITED STATES DEPARTMENT OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT,
THOMAS HEINLEIN in his official capacity as the Acting Colorado State Director of the Bureau of Land Management, and
KRIS KIRBY in her official capacity as the Acting Wyoming State Director of the Bureau of Land Management,

Defendants.

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

INTRODUCTION

1. In this case, Plaintiffs challenge the U.S. Bureau of Land Management's ("BLM" or "Bureau") leasing of environmentally sensitive public lands for oil and gas development in violation of governing statutory requirements. In June 2026, BLM authorized the sale of oil and gas leases on hundreds of thousands of acres of public lands in Colorado and Wyoming. The decisions allow the development of oil and gas wells in habitat critical to some of the United

States' largest, and last remaining, migrations of pronghorn antelope, mule deer, and elk, including migrations that cross between Colorado and Wyoming. The sales also authorize development of pristine, wilderness quality lands in Colorado.

2. In authorizing these lease sales, BLM relied on an Instruction Memorandum ("IM")—adopted shortly after the current presidential administration took office—that directs BLM personnel to disregard a legally binding regulation governing the federal oil and gas leasing process. That regulation serves BLM's obligations under the Federal Land Policy and Management Act ("FLPMA") by requiring the agency to follow "preference criteria" designed to direct oil and gas leasing away from lands where energy development would conflict with wildlife habitat, wilderness, and other resources. The IM, adopted without following the notice and comment procedures required by the Administrative Procedure Act ("APA"), attempts to nullify the current regulation by directing agency staff to disregard the preference criteria and "move forward with offering all eligible parcels" for lease.

3. As a result, although BLM's own analysis showed numerous conflicts with crucial big game habitats and migration corridors and with the preservation of pristine wilderness-quality lands, BLM's June 2026 lease sales offered hundreds of thousands of acres of public lands for lease without withholding *any* parcels based on the preference criteria, in violation of BLM's own regulation and FLPMA.

4. In authorizing the June 2026 Colorado and Wyoming sales, BLM also failed to grapple with Congress's 2025 passage of the One Big Beautiful Bill Act, Pub. L. 119-21, 139 Stat. 72 (2025) ("OBBBA"). OBBBA significantly restructured the federal oil and gas program to limit BLM's traditional leasing authority, which had allowed the Bureau to decline to issue

leases and impose protective measures throughout a multi-step leasing process. Under OBBBA, BLM's discretion to decline to offer leases has been reduced, and its discretion to impose protective requirements in leases has been limited to only those measures already prescribed by the governing BLM land management plan. As a result, BLM must, before issuing leases, revisit the protective measures prescribed in its land management plans and insure that after OBBBA they will still satisfy the fundamental public-land management goals required FLPMA, including providing a sustained yield of wildlife and not causing unnecessary or undue degradation of affected lands. BLM must also, consistent with OBBBA and the National Environmental Policy Act ("NEPA"), fully analyze the impacts of leasing in the absence of discretion to impose stipulations and mitigations not included in the land management plan. BLM ignored these obligations when it approved the Colorado and Wyoming lease sales, violating FLPMA, NEPA, and OBBBA.

5. Although Plaintiffs brought these defects to BLM's attention during the public comment process on the June 2026 lease sales, BLM ignored their concerns. Plaintiffs therefore turn to this Court for redress and challenge the BLM's IM overriding the agency's regulatory preference criteria, as well as both June 2026 lease sales. The IM violates the procedural requirements of the APA and is contrary to BLM's own regulations and FLPMA. And, by relying on the IM, the two June 2026 lease sales are also arbitrary and capricious and violate BLM's regulations and FLPMA. The Colorado and Wyoming lease sale decisions also independently violate FLPMA, NEPA, OBBBA, and the APA.

6. To remedy these violations, Plaintiffs ask that the Court vacate the IM and both lease sale decisions together with all issued leases resulting from those sales, and remand them to

BLM for further consideration.

JURISDICTION AND VENUE

7. This Court has jurisdiction under 28 U.S.C. § 1331 (federal question jurisdiction) and 5 U.S.C. § 702 (APA), which waives the Defendants' sovereign immunity.

8. An actual controversy exists between the parties within the meaning of 28 U.S.C. § 2201(a), and this Court may grant declaratory relief, injunctive relief, and other relief under 28 U.S.C. §§ 2201–02 and 5 U.S.C. § 706.

9. Venue is proper in this Court under 28 U.S.C. § 1391 because Plaintiff Wilderness Workshop is based in this district, Plaintiff The Wilderness Society has an office in this district, Defendant Heinlein resides in this district, and Defendants BLM and the U.S. Department of the Interior maintain offices in this district. In addition, a substantial part of the events and injuries giving rise to this case occurred in this district.

PARTIES

10. Plaintiff WILDERNESS WORKSHOP is a non-profit organization dedicated to protecting the wilderness, water, and wildlife of western Colorado's public lands. Wilderness Workshop engages in research, education, legal advocacy and grassroots organizing to protect the ecological integrity of local landscapes and public lands. Wilderness Workshop focuses on the monitoring and conservation of air and water quality, wildlife species and habitat, natural communities and lands of wilderness quality.

11. Founded in 1967, Wilderness Workshop is headquartered in Carbondale, Colorado and has approximately 800 members. Many of Wilderness Workshop's members live, work, and recreate in and around lands managed by BLM in western Colorado. Wilderness

Workshop's members have a great interest in the protection and enhancement of natural values in the area. Wilderness Workshop has been closely monitoring, participating in, and (where necessary) challenging proposals, developments, and management actions on local BLM lands for many years.

12. Wilderness Workshop participated in the challenged decisions, submitting comments on and filing an administrative appeal (protest) of BLM's Colorado lease sale decision.

13. Wilderness Workshop members, including but not limited to Cody Perry, Luke Schafer, and Erik Molvar, use and enjoy the lands impacted by the challenged lease sales (including the leased lands themselves and nearby areas) for hunting, camping, river rafting, wildlife watching, photography and filmmaking, as well as other forms of recreation. They also enjoy and use the big game herds that are impacted by the sales. These Wilderness Workshop members have plans to continue using and enjoying these public lands and will be adversely impacted if oil and gas development occurs there.

14. Plaintiff THE WILDERNESS SOCIETY (TWS) is a national non-profit membership organization devoted to uniting people to protect the nation's wild places. TWS contributes to better protection, stewardship, and restoration of public lands, preserving the nation's rich natural legacy for current and future generations. Founded in 1935, TWS is headquartered in Washington, D.C., with more than one million members, supporters, and followers nationwide, including numerous members in Colorado and Wyoming. TWS aims to ensure public lands remain conserved, accessible and shared by all, sustaining clean water, wildlife habitat, outdoor traditions, and the freedom to experience nature. TWS works to protect

the public lands people rely on today and to safeguard them for future generations. For years, TWS has advocated for reform of BLM's oil and gas leasing program. TWS uses in-house science, policy, and legal expertise to comment on and engage in the oil and gas leasing process.

15. TWS participated in both challenged lease sales, including commenting during BLM's scoping process and on the agency's draft NEPA analyses of both lease sales, and filing protests of both sales with BLM.

16. TWS has members who use and enjoy the lands impacted by the challenged lease sales (including the leased lands themselves and nearby areas) for hunting, camping, hiking, and other forms of recreation. For example, TWS member, Nathan Martin has hunted mule deer from the Baggs Herd in areas impacted by the lease sales for the last decade. He enjoys not only the chance to take a deer, but the beauty and solitude of camping and hiking while hunting in those areas. He plans to continue to hunt from the Baggs herd in the future. TWS member Gabriel Otero is a fourth-generation Coloradan who has hunted elk in areas affected by the lease sales throughout his life. He not only enjoys the opportunity to hunt in those areas but also volunteers to provide hunting opportunities for young people. He plans to continue hunting elk there now and in the future. Mr. Martin, Mr. Otero, and other TWS members will be adversely impacted if oil and gas development occurs on the parcels sold in the June sales and negatively big game species in those areas.

17. Defendant DOUGLAS BURGUM is the Secretary of the Interior. Plaintiffs sue Secretary Burgum in his official capacity. Secretary Burgum oversees oil and gas development on federal and tribal lands and is responsible for the agency actions challenged here.

18. Defendant U.S. DEPARTMENT OF THE INTERIOR is an executive branch department and is the parent agency of BLM.

19. Defendant BUREAU OF LAND MANAGEMENT is an agency of the United States government in the Department of the Interior. BLM is responsible for managing publicly owned lands and minerals in accordance with federal law. BLM issued the decisions that are challenged here.

20. Defendant THOMAS HEINLEIN is the Colorado BLM Acting State Director. Acting Director Heinlein's predecessor, Kemba Anderson, approved the Colorado June 2026 lease sale decision challenged here. Plaintiffs sue Acting Director Heinlein in his official capacity.

21. Defendant KRIS KIRBY is the Wyoming BLM Acting State Director. Acting Director Kirby's predecessor, Tanya Thrift, approved the Wyoming June 2026 lease sale decision challenged here. Plaintiffs sue Acting Director Kirby in her official capacity.

BACKGROUND

I. THE IMPACTS OF OIL AND GAS DRILLING

A. Big Game Habitat and Migration Corridors

22. Colorado and Wyoming are home to some of the American West's most iconic big game species, including antelope, mule deer, and elk. These large ungulates survive in the topographically and seasonally diverse landscapes of Colorado and Wyoming by migrating between seasonal habitats. Following routes they have used for thousands of years, herds of antelope, deer, and elk annually migrate into the mountains during spring and summer to take advantage of forage lush from winter snowmelt and summer precipitation. And when winter

snow renders the high country inhospitable, they migrate out of the mountains to winter habitat in low-elevation plains and sagebrush basins where snow levels are relatively shallow and forage and shelter is accessible.

23. Wyoming's Sublette pronghorn antelope herd, for example, annually undertakes the longest documented land mammal migration in the contiguous United States, traveling over 150 miles between summer range near Grand Teton National Park to winter range in the Green River Basin in southwestern Wyoming. In Colorado, the Bear's Ears and White River mule deer and elk herds undertake what may be the longest migrations of these species in the contiguous United States, moving 70 miles from summer range in the Yampa and White River drainages near the Continental Divide to winter range near the Colorado-Utah border. Naturally, migratory corridors are not restricted by state borders. The Baggs mule deer herd migrates from its winter range in northern Colorado and southern Wyoming to summer range that extends north to Rawlins, Wyoming. The Platte Valley mule deer herd migrates between winter range in sagebrush canyons and basins south of Saratoga, Wyoming and summer range in the Park Range of northern Colorado.

24. The United States Geological Survey ("USGS"), in cooperation with the Department of the Interior and multiple state agencies, has documented extensive big game migration habitat in Wyoming and Colorado.[1]

[1] *See* Matthew Kauffman et al., *Ungulate Migrations of the Western United States*, U.S. Geological Surv., Vols. 1–5 (2023), https://pubs.usgs.gov/publication/sir20205101; U.S. Geological Surv., *Western Migrations*, https://apps.usgs.gov/western-migrations/ (last visited Sept. 1, 2026).

25. While a migratory corridor may span hundreds of miles, most ungulate migration time is spent foraging in a limited number of stopover areas. Migrating ungulates are thus sensitive not only to disturbances that impede their migratory path, but also to disturbances that modify the timing of migration. Animals that pass too quickly through the corridor arrive in stopover areas out of sync with the springtime green-up of the plants on which they feed and

therefore lose critical nutrition.

26. Remarkably, this migratory behavior is learned and transmitted between generations of animals. So, it is critical both that migratory corridors be kept intact and that the specific animals that retain a herd's migratory knowledge be conserved. If lost, this migratory behavior is nearly impossible to restore.

27. In addition to migration habitat, big game species depend on viable summer and winter seasonal habitats. Winter range is particularly important because it allows big game to survive the harsh temperatures and limited forage available during the winter months. Research shows that winter range quantity and quality are primary limiting factors for big game populations' performance. And, because there is less available winter range than summer habitat, impacts to winter range are particularly problematic.

28. BLM has long acknowledged the importance of big game habitat, including migration corridors. Indeed, consistent with FLPMA, BLM's regulations require it to consider big game habitats and migration corridors when determining what lands should be offered for oil and gas leasing, and to "giv[e] preference to lands that would not impair the proper functioning of such habitats or corridors." 43 C.F.R. § 3120.32(b).

29. Both the states of Colorado and Wyoming also recognize the importance of big game habitat. In 2019, the Governor of Colorado issued an Executive Order to conserve Colorado's big game winter range and migration corridors.[2] Noting that Colorado is home to "the largest Rocky Mountain elk herd in the world" and "significant populations of other iconic

[2] Colo. Exec. Order No. D-2019-011, Conserving Colorado's Big Game Winter Range and Migration Corridors (Aug. 21, 2019), https://drive.google.com/file/d/1OSYR54RAbtp0GOnT7Pefig0hgas7hOOI/view ("CO EO").

big game species," the Executive Order directs the Colorado Department of Natural Resources to identify "policy, regulatory, and legislative opportunities" to ensure conservation of big game habitat and migration corridors.[3]

30. Wyoming has taken similar action. In 2020, the Governor of Wyoming issued an Executive Order to protect big game migration corridors.[4] The Order notes that Wyoming is "home to the largest intact mule deer and antelope migration corridors in North America" and that "migration corridors are essential to the maintenance of viable mule deer and antelope populations."[5] The Order directly designated three corridors—the Sublette, Baggs, and Platte Valley mule deer migration corridors—and established a process through which other corridors can be designated.[6] The Order provides that "development, infrastructure, and use should occur outside of designated corridors" but generally does not prohibit development within corridors.[7]

31. Whether migration corridors are formally designated under the Wyoming Executive Order is left to the discretion of the Governor. And, although the USGS has mapped dozens of corridors in the state, since 2020 the Governor has approved the designation of only a single additional corridor: the Sublette Antelope Corridor, designated in June 2026.

32. Both States' executive orders recognize the importance of big game species for recreational, economic, and cultural purposes. CO EO at 1 (noting wildlife, including big game, "is essential to Colorado's outdoor recreation economy and landscape heritage"); WY EO at 1

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[3] *Id.* at 1-3.
[4] Wyo. Exec. Order 2020-1, Wyoming Mule Deer and Antelope Migration Corridor Protection (Feb. 13, 2020), https://drive.google.com/file/d/1gJFmPzhPrh2y7N6xpB5gxROCLFIo93Ly/view ("WY EO").
[5] *Id.* at 1.
[6] *Id.* at 2.
[7] *Id.* at Appx. C.

(The "wildlife that utilize these corridors are highly valued by all people and contribute significantly to the economy and reputation of Wyoming."). In Colorado, wildlife-related recreation, including big game hunting, contributes over $5 billion annually to the state's economy.

33. Despite this official recognition of their importance, many big game populations in Wyoming and Colorado are suffering long-term declines. As of 2024, antelope herds in the June 2026 lease sale areas in Wyoming ranged from approximately 37% to 66% below state-established population objectives, and mule deer herds ranged from about 25% to 62% below such objectives. In Colorado, 72% of state-designated mule deer management units and 79% of pronghorn units are below their state-established population objectives.

34. Extensive research over the past decade has documented that oil and gas development can have significant negative impacts on big game habitat and migration corridors. Oil and gas infrastructure, including access roads, destroys and fragments big game habitat. And even where habitat is not directly impacted, big game species will avoid areas in an extended radius around oil and gas infrastructure. For example, mule deer are less likely to use habitat up to 2.3 miles from oil and gas well pads. Moreover, when big game species seek to avoid oil and gas development, they become over-crowded and suffer density-dependent impacts such as over-grazing and increased disease transmission.

35. In addition to directly impacting habitat and causing avoidance, oil and gas development can alter the timing of migration, causing migrating species to increase the speed with which they move through disturbed areas of their migration corridors and to spend less time foraging, leading to poorer nutritional outcomes. A 14-year study of mule deer in Wyoming

found that a herd's ability to track springtime green-up forage—an important seasonal food source that supports antler growth, nursing of offspring, and abundance—declined by about 39% when energy development occurred in its migration corridor. *See* Ellen O. Aikens et al., *Industrial Energy Development Decouples Ungulate Migration from the Green Wave*, 6 Nature Ecology & Evolution 1733, 1733–39 (2022). Because of these and other effects, inhibiting mitigation can lower reproduction and survival rates and result in population declines for big game species.

B. Lands with Wilderness Character

36. In addition to wildlife, the areas impacted by BLM's June 2026 lease sales include public lands with wilderness character ("LWC"). These are lands of 5,000 acres (roughly 7.8 square miles) or more with no roads that generally meet the statutory definition of wilderness, including retaining their "primeval character and influence, without permanent improvements or human habitation." *See* 16 U.S.C. § 1131(c).

37. BLM's June 2026 lease sale in Colorado impacts two LWC areas in Moffat County in northwest Colorado, the Crooked Wash area and the Serviceberry unit. The Crooked Wash area comprises 13,383 acres (21 square miles) of roadless lands between Meeker and Dinosaur, Colorado. BLM's own inventory of the area emphasized that it provides "outstanding opportunities for solitude" and "excellent opportunities for primitive recreation due to the size and topography of the unit, such as hunting, camping, hiking, and wildlife observation. The unit is home to herds of elk and other wildlife." The Serviceberry unit consists of more than 5,000 acres (7.8 square miles) of roadless land just south of the Colorado-Wyoming state line. The area is a broad plateau of sagebrush land sloping upward to large mountain peaks located southeast of

the area. BLM described it as "topographically isolated from outside land uses," leaving "[t]he bulk of the unit [ ] quiet and scenic."

38. Once lands are subject to an oil and gas lease allowing surface occupancy, BLM as a practical matter loses the opportunity to manage those lands in a manner that preserves their wilderness values.

II. BLM'S OIL AND GAS LEASING PROGRAM.

39. BLM manages 245 million acres of surface land (nearly a tenth of the land base in the United States) and 700 million acres of subsurface mineral estate.

40. Under FLPMA, BLM is obligated to manage these public lands:

> in a manner that will protect the quality of scientific, scenic, historical, ecological, environmental, air and atmospheric, water resource, and archeological values; that, where appropriate, will preserve and protect certain public lands in their natural condition; that will provide food and habitat for fish and wildlife and domestic animals; and that will provide for outdoor recreation and human occupancy and use.

43 U.S.C. § 1701(a)(8).

41. FLPMA also requires BLM to "manage the public lands under principles of multiple use and sustained yield." *Id.* § 1732(a). This multiple use mandate requires BLM to manage the public lands to provide a:

> combination of balanced and diverse resource uses that takes into account the long-term needs of future generations for renewable and nonrenewable resources, including, but not limited to, recreation, range, timber, minerals, watershed, wildlife and fish, and natural scenic, scientific and historical values . . . without permanent impairment of the productivity of the land and the quality of the environment.

Id. § 1702(c). "Sustained yield" obligates BLM to provide "in perpetuity" a high-level output of the renewable resources—including wildlife—of the public lands. *Id.* at §1702(h). *See also* 43

C.F.R. § 6101.4(z) (2025) ("Preventing permanent impairment means that renewable resources are not permanently depleted and that desired future conditions are met for future generations.").

42. Under these statutory authorities, "[i]t is past doubt that the principle of multiple use does not require BLM to prioritize development over other uses. . . . Development is a *possible* use, which BLM must weigh against other possible uses—including conservation to protect environmental values. . . ." *New Mexico ex rel. Richardson v. BLM*, 565 F.3d 683, 710 (10th Cir. 2009).

43. In conjunction with its obligation to manage for multiple use and sustained yield, FLPMA requires BLM to "take any action necessary to prevent unnecessary or undue degradation of the lands." 43 U.S.C. § 1732(b). This obligation requires BLM to ensure that it does not authorize actions that will cause unnecessary or undue degradation. *Theodore Roosevelt Conservation P'ship v. Salazar*, 661 F.3d 66, 76 (D.C. Cir. 2011). And "[i]f unnecessary or undue degradation cannot be prevented by mitigating measures, BLM is required to deny approval of the plan." *Kendall's Concerned Area Residents*, 129 IBLA 130, 138 (1994); *see also Mineral Pol'y Ctr. v. Norton*, 292 F. Supp. 2d 30, 42 (D.D.C. 2003) ("FLPMA, by its plain terms, vests the Secretary of the Interior with the authority - and indeed the obligation - to disapprove of an otherwise permissible . . . operation because the operation, though necessary . . . would unduly harm or degrade the public land.").

44. Since 1920, oil and gas leasing and development on federal lands have been governed by the Mineral Leasing Act ("MLA"), 30 U.S.C. § 181 *et seq*., which charges the U.S. Department of the Interior with managing federally owned minerals to protect "the interests of the United States," and "safeguard[] . . . the public welfare." *Id*. at § 187. The MLA "authorizes

the leasing of lands owned by the United States for the purpose of oil and gas exploration and development." *Sierra Club v. Peterson*, 717 F.2d 1409, 1411 n.2 (D.C. Cir. 1983).

45. Under the MLA and FLPMA, BLM traditionally follows a three-step process for managing oil and gas development on public lands. *W. Energy All. v. Zinke*, 877 F.3d 1157, 1161 (10th Cir. 2017).

46. At the first step, BLM develops Resource Management Plans ("RMPs" or "plans"). *Id.*; 43 U.S.C. § 1712(a). An RMP is a broad plan for the management of each BLM unit "designed to guide and control future management actions." *Norton v. S. Utah Wilderness All.*, 542 U.S. 55, 69 (2004) (quoting 43 C.F.R. § 1601.0–2). Each RMP specifies those lands in the unit that will be open or closed to oil and gas leasing and under what conditions.

47. Each RMP is developed through a public process that includes preparation of a programmatic environmental impact statement ("EIS") under NEPA. A programmatic EIS generally discusses "foreseeable environmental effects on a broad scale" and operates as "a starting point for future site-specific" project decisions and accompanying site-specific NEPA analyses. *Bd. of Cnty. Comm'rs of Cnty. of San Miguel v. BLM*, 584 F. Supp. 3d 949, 960 (D. Colo. 2022).

48. FLPMA requires that all site-specific management decisions, including oil and gas leasing decisions, conform to the governing RMP. 43 U.S.C. § 1732(a); *see also* 43 C.F.R. § 1610.5–3(a) (providing that BLM resource management decisions "shall conform" to the governing plan); *S. Utah Wilderness All.*, 542 U.S. at 69 (noting FLPMA "prevent[s] BLM from taking actions inconsistent with the provisions of a land use plan").

49. At the second stage, oil and gas operators submit an "expression of interest" to

nominate specific sites within the plan area for oil and gas leasing. 43 C.F.R. § 3120.11(e). BLM then decides whether those lands are eligible for leasing and, if so, makes them available through a competitive leasing process, subject to the requirements of the RMP. *See New Mexico*, 565 F.3d at 689 n.1; 43 U.S.C. § 1712(e); *see also* 43 C.F.R. § 1610.5–3. In determining whether to offer an area for leasing, BLM may not offer an area if it cannot be developed consistent with BLM's FLPMA obligation to provide for a sustained yield of other resources, such as wildlife, or will result in unnecessary or undue degradation of the public land. Traditionally, BLM also exercised discretion to withhold specific parcels or to add additional protective stipulations to parcels as needed to meet the agency's FLPMA obligations and balance multiple uses. That discretion was guided in part through application of the "preference criteria" regulation that guided oil and gas development away from areas where it would conflict with other land uses. *See* 43 C.F.R. § 3120.32.

50. Issuing a lease generally represents an "irreversible commitment" of resources by BLM because a valid lease generally gives leaseholders a contractual right to develop oil and gas on those lands. *See Pennaco Energy, Inc. v. U.S. Dep't of Int.,* 377 F.3d 1147, 1160 (10th Cir. 2004). Thus, in making a lease sale decision, BLM must conduct an environmental analysis under NEPA that discloses the site-specific impacts of the sale and reasonable alternatives to the sale.

51. At the third and final stage, BLM approves applications for permits to drill ("APDs") where a lessee seeks to develop a lease. *New Mexico*, 565 F.3d at 689 n.1; 43 C.F.R. § 3162.3–1(c). APDs must contain "Conditions of Approval" that reflect "reasonable mitigation measures to ensure that the proposed operations minimize adverse impacts to other resources,

uses, and users, consistent with granted lease rights." 43 C.F.R. § 3171.13(a)(2). Because the issuance of a lease gives leaseholders a contractual right to develop oil and gas resources on the parcel, BLM's authority to limit drilling at the APD stage is constrained. APD-stage mitigation measures generally involve minor spacing and timing adjustments that do not totally preclude surface-disturbing activity on the leases.

A. OBBBA Modified BLM's Oil and Gas Leasing Process to Reduce BLM's Discretion after the RMP-Stage.

52. Traditionally, a fundamental assumption in this multi-stage development process has been that the designation of lands as open to leasing at the RMP-stage is not tantamount to a decision that those lands will be offered for lease or leased. This is because, for a century, the MLA provided that the Interior Department "may" lease lands for oil and gas development. 30 U.S.C. § 226(a) (2024). Consistent with BLM's mandate to balance multiple uses and prevent the permanent impairment of renewable resources, courts have repeatedly ruled that this statutory language gives BLM broad discretion over whether to offer particular lands for lease. *United States ex rel. McLennan v. Wilbur*, 283 U.S. 414, 419 (1931) (upholding national moratorium on new leases and holding the MLA "goes no further than to empower the Secretary [of Interior] to execute leases . . . exercising a reasonable discretion"); *Udall v. Tallman*, 380 U.S. 1, 4 (1965) (finding the MLA gives BLM "discretion to refuse to issue any lease at all on a given tract"); *W. Energy All. v. Salazar*, 709 F.3d 1040, 1044 (10th Cir. 2013) (finding the Secretary has "considerable discretion" in leasing decisions); *Schraier v. Hickel*, 419 F.2d 663, 666 (D.C. Cir. 1969) (affirming BLM has "discretion to decline to lease" even if it published a notice that it would receive offers); *W. Energy All. v. Biden*, Nos. 21-cv-13-SWS, 21-cv-56-

SWS, 2022 WL 18587039, at *10–11 (D. Wyo. Sept. 2, 2022) (same) (quoting *Salazar*, 709 F.3d at 1044).

53. BLM thus developed its RMPs—including the RMPs at issue in this litigation—with the understanding that when designating an area as open to oil and gas leasing the agency retained discretion to determine—in service of its FLPMA obligations to manage for multiple-use and sustained-yield—not to lease those lands. *See, e.g., New Mexico ex rel. Richardson v. BLM*, 459 F. Supp. 2d 1102, 1124 (D.N.M. 2006), *aff'd in relevant part*, 565 F.3d 683 (10th Cir. 2009); *Roy G. Barton*, 188 IBLA 331, 337 (2016). BLM's RMPs reflect that understanding: they list the vast majority of all public land under BLM jurisdiction—over 80%—as "open" for leasing.[8]

54. Under this traditional MLA structure, BLM's discretion over leasing was not altered by industry's submission of an expression of interest ("EOI") nominating a parcel of land for a lease sale; BLM retained discretion not to include any given parcel in a lease sale regardless of such industry requests. *See* 43 C.F.R. § 3120.31(d) ("BLM may offer for sale all or some of the lands specified in an expression of interest and may offer those lands as part of a parcel that includes lands not specified in the expression of interest"). Indeed, between 2009 and 2019, BLM offered only about 21% of the acreage nominated by oil and gas companies for leasing.[9]

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[8] *See* The Wilderness Soc'y, *Open for Drilling: The Outsized Influence of Oil & Gas on Public Lands* 2 (2025), https://wilderness.org/sites/default/files/media/file/Open%20for%20Drilling_TWS%20Report.pdf (finding that as of January 2025, more than 81% of all BLM-administered lands in the Western United States are open to oil and gas leasing).

[9] U.S. Gov't Accountability Off., GAO-22-103968, *Oil and Gas Leasing: BLM Should Update Its Guidance and Review Its Fees* 17 (2021), https://www.gao.gov/assets/gao-22-103968.pdf

55. In determining whether to offer a parcel for lease, BLM also retained discretion to impose additional protective stipulations and mitigations on the lease. BLM regulations direct the agency to "consider the sensitivity and importance of potentially affected resources" and "require stipulations as conditions of lease issuance" where needed to adequately protect the resource. 43 C.F.R. § 3101.13(a)–(b) (2024). *See also* BLM Instruction Memorandum 2010-117 ¶ III.C.2; *Rocky Mtn. Wild v. Bernhardt*, 506 F. Supp. 3d 1169, 1190 (D. Colo. 2020) (noting BLM imposed new air quality stipulation when issuing leases); *New Mexico Wilderness All.*, 186 IBLA 183, 191 (2015) (affirming BLM decision that "developed new, specifically-tailored mitigation measures as stipulations . . . for the protection of streams, rivers, floodplains" and other resources as part of lease sale without amending RMP).

56. That broad agency discretion changed in 2025, when Congress amended the MLA as part of OBBBA. Pub. L. 119-21, Title V § 50101(d), 139 Stat. 138–39 (2025). OBBBA rewrote the central provision of the MLA, 30 U.S.C. § 226(a) (2022), to remove the "may be leased" language and instead directed that BLM-administered land "shall be made available for leasing" within 18 months after an oil and gas company nominates it, so long as the land is designated as "open to oil or gas leasing under the approved resource management plan." *Id.* § 226(a)(1).

57. In addition, OBBBA directed BLM to hold quarterly lease sales in which the Bureau "shall offer not less than 50 percent of available parcels nominated for oil and gas development under the applicable resource management plan in effect for relevant Bureau of

(finding that between 2009 and 2019 BLM offered 14 million acres at auction, out of 87 million acres nominated for leasing).

Land Management resource management areas within the applicable State." *Id.* § 226 note (2025), 139 Stat. 72, 138.

58. BLM interprets these statutory changes to mean that the MLA, as amended by OBBBA, now requires the agency to offer for lease any parcels nominated by industry within 18 months so long as those lands are open to leasing under the applicable RMP. *See, e.g.*, Oil and Gas Leasing, 91 Fed. Reg. 38084, 38103 (June 24, 2026). This reading of OBBBA drastically changes the meaning and effect of BLM's existing RMPs, which designated the majority of public lands as open to leasing based on a pre-OBBBA understanding of the leasing process. In particular, BLM's OBBBA interpretation would means that oil and gas companies can require the federal government to offer leases on more than 74% of BLM-administered lands in Colorado and 92% of BLM-administered lands in Wyoming—the percent of lands open for leasing under the RMPs in those states—regardless of the broader public interest or the impacts of that leasing.[10]

59. However, while OBBBA narrowed BLM's authority to decline to lease a parcel nominated by industry, it did not eliminate it. In particular, OBBBA did not curtail BLM's long-standing substantive obligations under FLPMA:

> FLPMA's requirements to maintain sustainable wildlife populations and avoid unnecessary or undue degradation of public lands, including sage-grouse habitat, remain in force under OBBBA. 43 U.S.C. § 1732(a); 43 U.S.C. § 1732(b). OBBBA defines lands "eligible" for leasing to mean "all lands" "subject to leasing" unless "excluded from leasing by a statutory prohibition." 30 U.S.C. § 226(b)(1)(A) (2026). This definition would restrict BLM from selling and issuing leases that violate FLPMA's mandates for the protection of public lands and resources.

[10] The Wilderness Soc'y, *Open for Drilling: The Outsized Influence of Oil & Gas on Public Lands* 3 (2025), https://www.wilderness.org/sites/default/files/media/file/Open%20for%20Drilling_TWS%20Report_0.pdf.

Mont. Wildlife Fed'n v. Burgum, No. CV-18-69-GF-BMM, 2026 WL 1707576, at *5 (D. Mont. June 12, 2026). Thus, even in the wake of OBBBA, BLM must ensure that its leasing decisions comport with FLPMA's requirements to maintain sustainable wildlife populations and to avoid unnecessary or undue degradation of public lands. And if leasing would prevent BLM from complying with those requirements, then the lands are not "eligible" for leasing because they are "excluded from leasing by a statutory prohibition." 30 U.S.C. § 226(b)(1)(A).

60. In addition to narrowing BLM's traditional discretion to decline to lease parcels, OBBBA also narrowed BLM's discretion to impose new protective stipulations or mitigations, providing that BLM "may not require any stipulations or mitigation requirements not included in the approved resource management plan." OBBBA, Pub. L. 119-21, Title V § 50101(d), 139 Stat. 72, 138–39 (2025). Thus, OBBBA precludes BLM from adding lease terms to address new concerns and changed circumstances—even those not contemplated by the RMP—when issuing oil and gas leases. This is a significant change because many BLM offices operate under RMPs that are decades old and do not address many current concerns.

61. On August 1, 2025, BLM amended its oil and gas leasing regulations to reflect this OBBBA restriction on its authority, replacing the regulations directing the agency to impose additional stipulations on leases where needed to adequately protect resources with the requirement that "[l]eases issued by the BLM will include only those stipulations and mitigation measures included in the resource management plan covering that parcel of land that is being leased." Revision to Regulations Regarding Oil and Gas Leasing; Stipulations and Information Notices, 90 Fed. Reg. 36114, 36116 (Aug. 1, 2025) (codified at 43 C.F.R. § 3101.13).

62. OBBBA thus restricts the wide discretion BLM traditionally retained at the leasing stage to impose conditions needed to ensure compliance with the Bureau's statutory obligations to provide for sustainable wildlife populations and prevent unnecessary or undue degradation. After OBBBA's passage, key decisions about which lands to lease, and under what terms, are primarily made in the RMP rather than at the second and third steps in the oil and gas process. This represents a major change because BLM's existing RMPs, developed prior to OBBBA, relied on the agency's ongoing discretion to defer numerous decisions about leasing and development to those second and third steps.

III. THE ADMINISTRATIVE PROCEDURE ACT, 5 U.S.C. § 551 *et seq.*

63. The Administrative Procedure Act ("APA") requires agencies to provide notice and an opportunity for public comment before promulgating any rule. 5 U.S.C. § 553. The APA defines a "rule" broadly as "the whole or a part of an agency statement of general or particular applicability and future effect designed to implement, interpret, or prescribe law or policy." *Id.* § 551(4).

64. Under the APA, agencies must follow the requirements of notice and comment rulemaking to rescind or repeal a rule. *See Perez v. Mortg. Bankers Ass'n*, 575 U.S. 92, 101 (2015) (noting that the definition of "rule making" in the APA "mandate[s] that agencies use the same procedures when they amend or repeal a rule as they used to issue the rule in the first instance").

65. The APA also authorizes judicial review of agency actions and provides the standard of review for those actions, directing that courts "shall . . . hold unlawful and set aside agency action, findings, and conclusions found to be[] arbitrary, capricious, an abuse of

discretion, or otherwise not in accordance with law; . . . in excess of statutory jurisdiction, authority, or limitations, or short of statutory right; . . . [or] without observance of procedure required by law." 5 U.S.C. §§ 706(2)(A), (C)–(D).

66. An agency acts arbitrarily and capriciously when it has: relied on factors which Congress has not intended it to consider, entirely failed to consider an important aspect of the problem, offered an explanation for its decision that runs counter to the evidence before the agency, or is so implausible that it could not be ascribed to a difference in view or the product of agency expertise. *Motor Vehicle Mfrs. Ass'n of U.S., Inc. v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983); *see also Dine Citizens Against Ruining Our Env't v. Bernhardt*, 923 F.3d 831, 839 (10th Cir. 2019) (citing *New Mexico*, 565 F.3d at 704).

IV. NATIONAL ENVIRONMENTAL POLICY ACT, 42 U.S.C. § 4321 *et seq.*

67. The National Environmental Policy Act ("NEPA") reflects Congress's "broad national commitment to protecting and promoting environmental quality." *Robertson v. Methow Valley Citizens Council*, 490 U.S. 332, 348 (1989). NEPA "ensures that the agency and the public are aware of the environmental consequences of proposed projects" and "helps agencies to make better decisions." *Seven Cnty. Infrastructure Coal. v. Eagle Cnty.*, 605 U.S. 168, 177 (2025).

68. To meet those goals, NEPA requires that, prior to undertaking any "major Federal action[] significantly affecting the quality of the human environment," federal agencies must prepare a "detailed statement" that includes the "reasonably foreseeable environmental effects of the proposed agency action" and "a reasonable range of alternatives to the proposed action." 42 U.S.C. § 4332(C)(i), (iii).

69. Where a proposed action has a "reasonably foreseeable significant effect on the quality of the human environment" the agency must prepare an Environmental Impact Statement ("EIS"). *Id*. § 4336(b)(1). Where the significance of the environmental effects is not known, the agency may prepare a more concise Environmental Assessment ("EA") to determine if the effects are significant and an EIS is required or to document a "finding of no significant impact" ("FONSI"). *Id.* § 4336(b)(2).

70. An agency's FONSI cannot rest on unsupported assumptions that otherwise significant impacts will be mitigated. *Hillsdale Env't Loss Prevention, Inc. v. U.S. Army Corps of Eng'rs*, 702 F.3d 1156, 1172 (10th Cir. 2012).

71. In conducting any NEPA analysis an agency must ensure the "scientific integrity" of its analysis and make use of "reliable data and resources." 42 U.S.C. § 4332(D)–(E).

72. In 2023, Congress amended NEPA to require that when relying on the analysis in programmatic EISs, such as those for BLM RMPs, agencies must reevaluate the EISs to ensure they remain valid. NEPA directs that when the programmatic analysis is more than 5 years old, an agency may rely on it only if "the agency reevaluates the analysis in the programmatic environmental document and any underlying assumption to ensure reliance on the analysis remains valid." *Id*. § 4336b. Even where a programmatic EIS is less than five years old, agencies must reevaluate it where "there are substantial new circumstances or information about the significance of adverse effects that bear on the analysis." *Id.* § 4336b(1).

73. While OBBBA altered BLM's oil and gas leasing process, as discussed above, the statute expressly confirmed the need for BLM to comply with "all applicable" NEPA

environmental analysis requirements prior to conducting any lease sales. OBBBA, Pub. L. No. 119-21, Title V § 50101(b)(2)(A), 139 Stat. 72, 137 (2025).

V. THE CHALLENGED AGENCY DECISIONS

A. Instruction Memorandum 2025-028: Directing BLM to Disregard its Preference Criteria Regulation

74. As noted above, BLM effectuates its FLPMA "obligations to manage public lands for multiple use and sustained yield and to take any action required to prevent unnecessary or undue degradation of the lands and their resources" in part by applying "preference criteria" to the choice of which lands to offer in oil and gas lease sales. The criteria, which BLM adopted in 2024 through a notice-and-comment rulemaking, help guide oil and gas leasing away from areas where oil and gas development would conflict with other resources. *See* Fluid Mineral Leases and Leasing Process, 89 Fed. Reg. 30916, 30986 (Apr. 23, 2024) (codified at 43 C.F.R. § 3120.32 (2025)) (the "2024 Rule").

75. The 2024 Rule directs BLM, when determining whether to offer lands nominated by industry for leasing, to consider:

- The parcel's proximity to existing oil and gas development, giving preference to lands upon which a prudent operator would seek to expand existing operations;
- The presence of important fish and wildlife habitats or connectivity areas, giving preference to lands that would not impair the proper functioning of such habitats or corridors;
- The presence of historic properties, sacred sites, and other high value cultural resources, giving preference to lands that would not impair the cultural significance of such resources;
- The presence of recreation and other important uses or resources, giving preference to lands that would not impair the value of such uses or resources; and

- The potential for oil and gas development, giving preference to lands with high potential for development.

Id.

76. In adopting the 2024 Rule, BLM explained that it "direct[s] the BLM's administrative resources to leasing tracts most likely to be developed, to reduce conflicts between oil and gas development and other public land uses that were not resolved in the resource management plans, and to 'take[ ] into account the long-term needs of future generations for renewable and nonrenewable resources,' 43 U.S.C. 1702." 89 Fed. Reg. at 30919.

77. The history of the 2024 Rule illustrates how BLM intended it to guide new leasing to areas where oil and gas development would present fewer conflicts with other resources. The preference criteria originated with an agency policy, Instruction Memorandum 2023-007 (Nov. 21, 2022) ("2023 IM"). The 2023 IM identified the five preference criteria ultimately adopted in the 2024 Rule and stated that BLM would use them to "assign a preference value of 'high' or 'low' to [nominated] parcels." 2023 IM. The 2023 IM directed that "[i]f any one of the five criteria" pointed against leasing, the parcel "will receive an overall low preference value regardless of the other criteria." 2023 IM attach. 1. The IM directed that BLM would "generally conduct environmental analysis for lease parcels with a high preference value first," and "will defer lease parcels with a low preference value." 2023 IM. Where "no high preference parcels [are] available for the sale," the 2023 IM directed that BLM "will select one or more low preference parcels that present the least conflicts based on the criteria . . . to analyze for potential inclusion in the sale." *Id.*

78. In adopting the 2024 Rule, BLM stated that it would use the 2023 IM to guide its application of the preference criteria. 89 Fed. Reg. at 30947. BLM explained that "[b]y incorporating provisions such as the preference criteria . . . into the regulations, the BLM makes those provisions legally binding and provides greater certainty and transparency to the public on the decision-making processes the BLM will use when it processes" leasing nominations. *Id.* at 30919. Following the 2024 Rule's adoption, BLM repeatedly recognized that it provided for deferring low preference parcels from lease sales in 2024–2025.[11]

79. In May 2025, following the 2025 change in presidential administration, BLM issued a new Instruction Memorandum, IM 2025-028 ("2025 IM"), instructing Bureau staff to disregard the 2024 Rule's preference criteria when making leasing decisions. The 2025 IM directs that "BLM will include low preference parcels on [sic] its sales even when there are high preference parcels" available, and "BLM will move forward with offering all eligible parcels" regardless of the preference criteria. 2025 IM ¶ II.E.2. BLM asserted that the reversal resulted from reconsideration of comments received prior to adoption of the 2024 Rule, which had claimed "the preference review could eliminate the opportunity for exploration for oil and gas on Federal lands." *Id.*

80. BLM did not undertake notice-and-comment rulemaking for the 2025 IM, although the IM directly contradicts, and seeks to nullify, the 2024 Rule. *See id.*

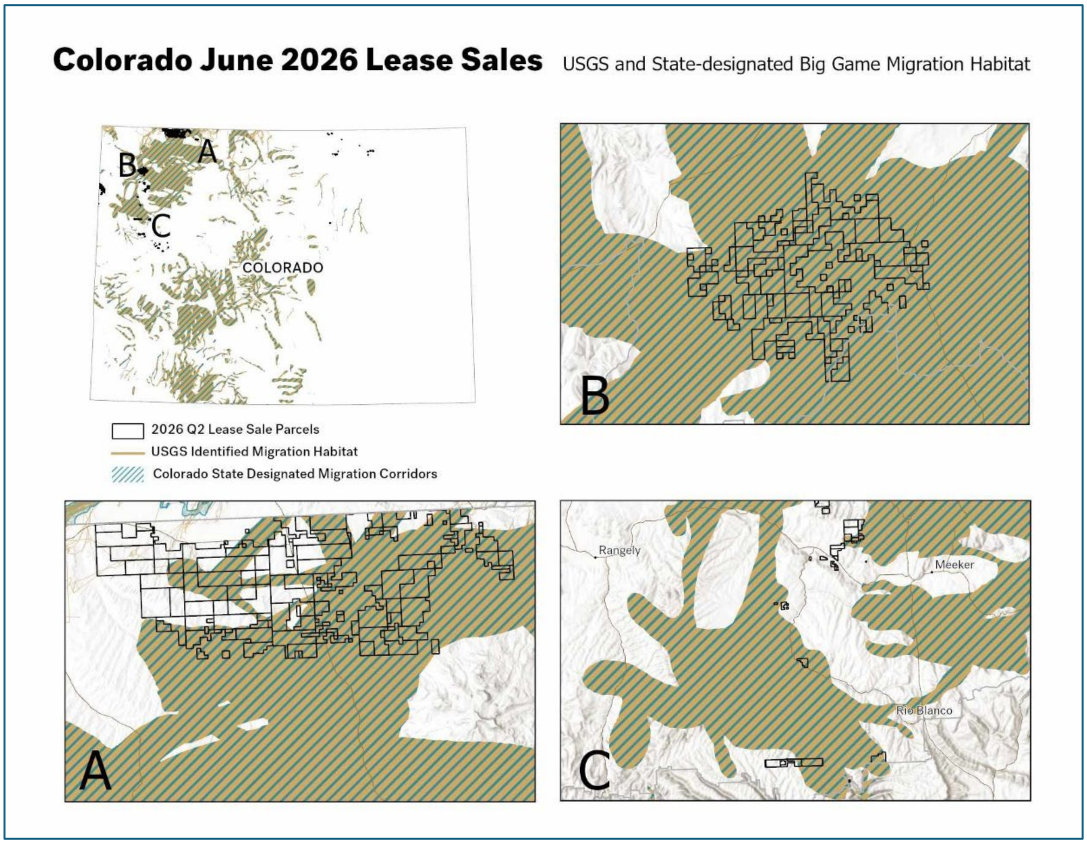
[11] *See, e.g.*, BLM Wyo., Environmental Assessment, DOI-BLM-WY-0000-2024-0008-EA, 2025 Second Quarter Competitive Lease Sale 16 (2025) (deferring nine low preference parcels); BLM Wyo., Environmental Assessment, DOI-BLM-WY-0000-2024-0004-EA, 2024 Fourth Quarter Competitive Lease Sale 16-19 (2024).

81. The 2025 IM explained that its decision aimed to advance the goals of President Trump's executive orders "Declaring a National Energy Emergency" and "Unleashing American Energy." *Id.* By directing BLM staff to disregard the 2024 Rule when making leasing decisions, and to offer all eligible parcels regardless of the preference criteria, the 2025 IM violates the 2024 Rule and is contrary to law, including FLPMA and the rulemaking requirements of the APA.

B. COLORADO JUNE 2026 LEASE SALE

82. On June 15, 2026, BLM issued a Decision Record authorizing oil and gas leasing on 170 parcels spanning 155,816.48 acres (over 243 square miles) across northern Colorado. Although this is the largest lease sale held by BLM in Colorado in decades, if not ever, BLM prepared only a cursory EA under NEPA and issued a FONSI.

83. The majority of the parcels included in the Colorado lease sale occur in big game migratory habitat.



84. BLM applied the 2025 IM when holding the June 2026 Colorado lease sale. The large majority of the parcels (approximately 86%) offered for sale fell into the low preference classification due primarily to conflicts with big game migration corridors and habitat for an imperiled bird species, the greater sage-grouse. EA Appx. D. For example, 108 of the parcels offered covered elk and mule deer migration habitat, including parcels within the Baggs mule deer migration corridor which crosses the state line between Colorado and Wyoming. The Baggs corridor is also impacted by the contemporaneous June 2026 Wyoming lease sale discussed *infra*. BLM, however, did not defer a single parcel from the June 2026 Colorado sale on the basis

of the preference criteria, citing the 2025 IM. EA at 11 & app. G at G-11 to 12. When Plaintiffs filed an administrative protest challenging BLM's failure to comply with the 2024 Rule, BLM expressly relied on the 2025 IM to deny that protest. *See* BLM, *Decision: June 2026 Competitive Oil & Gas Lease Sale Protest of One-Hundred-Seventy Parcels Denied* 5 (2026) (stating "the IM instructs the BLM to 'move forward with processing all eligible parcels'" regardless of preference criteria).

85. BLM's EA for the Colorado lease sale did not analyze the impacts of leasing on big game habitat or migration corridors. As a result, BLM's leasing decision ignored significant environmental impacts. For example, BLM ignored the synergistic impacts of leasing on one end of the Baggs mule deer migration corridor while BLM in Wyoming is authorizing leasing on the other end of the same corridor. Nor did BLM consider the alternative of not leasing parcels in migration corridors.

86. Moreover, entirely absent from BLM's June 2026 Colorado lease sale decision was any explanation of how the approved sale comports with BLM's substantive obligations under FLPMA to maintain sustainable big game populations and prevent undue degradation of their habitat.

87. Instead, BLM relied on RMPs adopted prior to OBBBA, asserting that impacts to big game habitats and migration corridors were fully analyzed in the existing RMPs and that the stipulations prescribed in those plans render the impacts of this sale insignificant. BLM, however, failed to consider the impact of OBBBA on the analyses conducted for those RMPs or on the effectiveness of the stipulations that the RMPs adopt for big game habitat and migration corridors.

88. Contrary to BLM's reasoning, reliance on the RMPs does not assure compliance with BLM's FLPMA obligations in connection with the Colorado lease sale. While the governing Colorado RMPs require certain protective oil and gas development stipulations, they rest on the assumption that designation of lands as open to leasing does not mean those lands will be leased and that additional review will be conducted at the leasing and permitting stage, with mitigation measures or stipulations imposed as needed to protect resources. For example, a 2024 RMP amendment focused on big game directs BLM to "[c]onsider best available science and adaptively manage BLM's oil and gas leasing and development decisions to incorporate new information and account for future conditions." BLM Colo., Record of Decision and Approved RMP Amendment for Big Game Habitat Conservation for Oil and Gas Management in Colorado II-24 (O&G-GOAL-05); *see also id.* at II-33 to 34 (calling on BLM to work cooperatively with Colorado Parks and Wildlife (CPW) during review of parcels considered for leasing to ensure "CPW has the opportunity to provide input on wildlife stipulations, conservation measures, and other issues related to leasing and development."); *id.* at II-35 (noting that when monitoring shows declining effectiveness in high priority big game habitat or connectivity, BLM will prioritize avoiding further oil and gas leasing).

89. Thus, while BLM relied on its Colorado RMPs to justify its 2026 Colorado lease sale under FLPMA, the RMPs themselves rely in large part on the assumption that BLM will take protective mitigation measures at later stages of the oil and gas development process, as well as on BLM's ability to defer leasing of areas that present conflicts with big game habitat. Yet these are the very measures and actions that OBBBA significantly limited. BLM cannot rely

on these programmatic plans to fulfill its obligations under FLPMA and NEPA without undertaking the additional analysis the plans themselves contemplate.

90. BLM's Colorado leasing decision also failed to address the limitations that OBBBA places on BLM's discretion not to offer nominated lands for lease and to impose stipulations and mitigations not already included in the governing RMP. These necessarily must alter BLM's approach to ensuring compliance with its obligations under both FLPMA and NEPA. Under FLPMA, the BLM must consider in its leasing sale decision whether the proposed leasing—with the stipulations and mitigations prescribed by the RMP—comports with FLPMA's requirements to sustain big game populations and to avoid unnecessary or undue degradation of public lands. And, if the proposed leasing would prevent BLM from complying with those requirements, then the lands are not "eligible" for leasing because they are "excluded from leasing by a statutory prohibition," 30 U.S.C. § 226(b)(1)(A), and BLM may not offer them for lease. *See Mont. Wildlife Fed'n.*, 2026 WL 1707576, at *5. Under NEPA, BLM must analyze the proposed leases and the stipulations and mitigations available under the governing RMPs in light of the Bureau's reduced discretion to add additional protections or defer leasing and ensure that its prior NEPA findings regarding leasing of the affected lands remain valid, including by either demonstrating that they are sufficient to support a FONSI or assessing their effects in a full EIS. *See* 42 U.S.C. § 4336b. The Colorado EA and FONSI do not satisfy these requirements under FLPMA, NEPA, or OBBBA.

91. The changes in BLM's oil and gas leasing program wrought by OBBBA will have far-reaching impacts on big game habitat across Colorado. For example, in the year since OBBBA's enactment (encompassing lease sales from September 2025 through the June 2026

sale), BLM sold as many leases in Colorado as it had over the prior seven years combined. BLM's EA and the pre-OBBBA RMPs it relies on do not address this surge in leasing.

92. BLM's Colorado leasing decision also failed to consider the impacts of oil and gas development on hundreds of thousands of acres of pristine lands that BLM has identified as having wilderness character, LWCs, in northwestern Colorado but which had never been addressed in the governing RMP for that area.

93. Under FLPMA, BLM is required to "prepare and maintain on a continuing basis an inventory of all public lands and their resource and other values," including LWCs. 43 U.S.C. §§ 1711(a), 1782(a). *Or. Nat. Desert Ass'n v. BLM*, 625 F.3d 1092, 1097 (9th Cir. 2008). "This inventory shall be kept current so as to reflect changes in conditions and to identify new and emerging resource and other values." 43 U.S.C. § 1711(a). With the benefit of current wilderness inventories, "BLM uses the land use planning process to determine how to manage lands with wilderness characteristics as part of the agency's multiple-use mandate."[12]

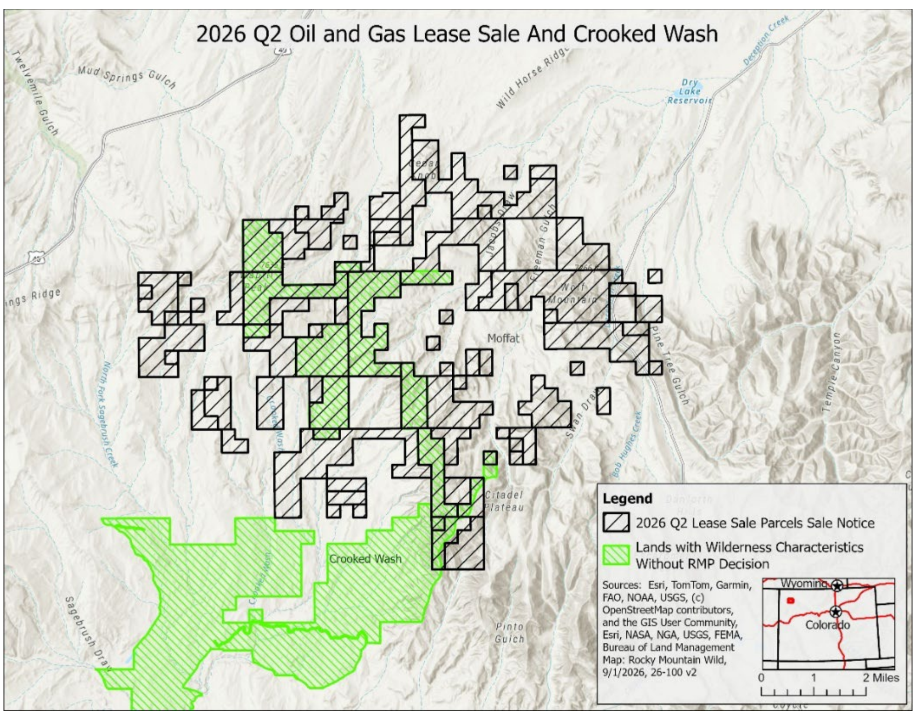
94. Despite this obligation, BLM authorized 15 leases in wilderness-quality lands without considering how the lands would be degraded by oil and gas development, and despite the fact that no planning decision had been made by BLM on whether to manage those lands to protect their wilderness character.

95. BLM's Little Snake Field Office in northwestern Colorado is governed by an RMP adopted in 2011. In preparing that plan, BLM considered lands known at that time to have

[12] BLM, *Lands with Wilderness Characteristics*, https://www.blm.gov/programs/planning-and-nepa/planning-101/special-planning-designations/lands-with-wilderness-characteristics (last visited Sept. 3, 2026); *see also* BLM, H-1601-1, *Land Use Planning Handbook* app. C at 4, 12 (2025), https://www.blm.gov/sites/default/files/docs/2025-01/H-1601-1_Rel_1-1836.pdf.

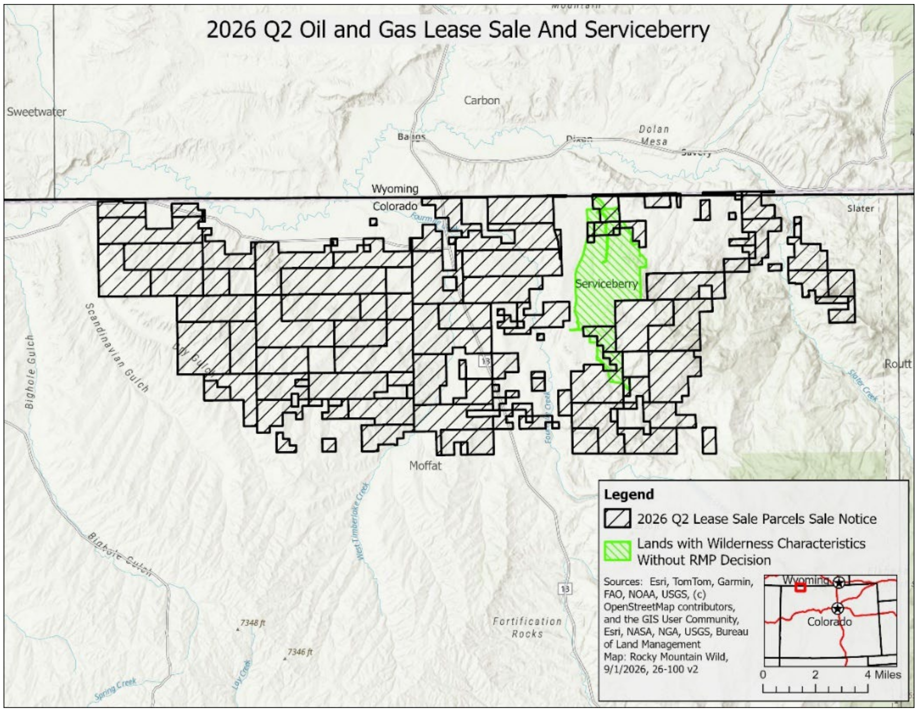
wilderness character and designated some of them for protection.[13] Subsequently, BLM conducted an inventory for the Little Snake Field Office in 2012–2013 that found more than 300,000 acres of additional lands with wilderness character. The wilderness characteristics of these lands was not considered in the 2011 RMP, and BLM has never made a planning decision about how and whether to protect these lands. In addition, the 2011 RMP does not require any lease stipulations or mitigation requirements to protect the wilderness characteristics of these areas.

96. Nevertheless, in its June 2026 lease sale BLM offered 15 leases impacting two of these newly inventoried wilderness quality areas, the Crooked Wash and Serviceberry LWC units. The map below depicts the leases in the Crooked Wash LWC unit:



[13] *See* BLM, *Little Snake: Record of Decision and Approved RMP* at RMP-33 (2011), https://eplanning.blm.gov/Documents/?id=7267a393-a7f2-f011-8407-001dd80c29f3&spid=b2ef4f4e-a8f2-f011-8407-001dd803d067# (last visited Sept. 3, 2026).

The map below depicts the leases in the Serviceberry unit:

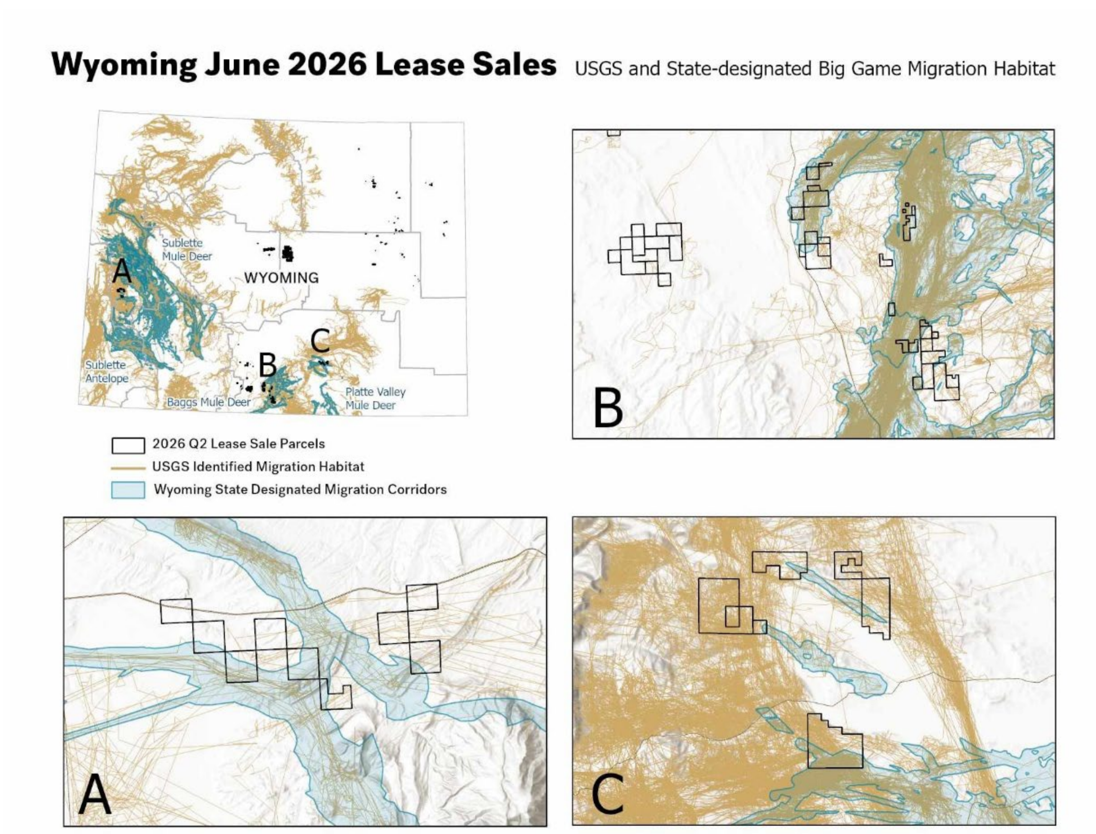


97. In doing so, BLM did not analyze how the Crooked Wash and Serviceberry areas would be affected by oil and gas development. Nor did BLM consider alternatives to protect the wilderness character of these lands. When Plaintiffs protested, BLM asserted that decisions on how to manage LWCs had been made in the 2011 RMP and that OBBBA did not allow the Bureau to add new stipulations to protect these lands. This excuse is arbitrary and capricious and contrary to law. Under FLPMA, BLM also had an obligation to ensure that any activities authorized in the LWCs do not impede the Bureau's obligations to avoid unnecessary or undue degradation of their wilderness character. Under NEPA, BLM was obligated to consider the impacts of leasing in these LWCs and to evaluate reasonable alternatives to leasing the areas without any protections for their wilderness character. The Colorado leasing decision did not satisfy either obligation.

C. WYOMING JUNE 2026 LEASE SALE

98. On June 9, 2026, BLM issued a Decision Record authorizing the sale of 108 oil and gas leases spanning 119,594.81 acres (approximately 187 square miles) across Wyoming. BLM prepared only a cursory EA under NEPA for the lease sale and issued a FONSI. In approving this Wyoming sale, BLM again failed to comply with the 2024 Rule and its preference criteria, the Bureau's substantive FLPMA obligations, and NEPA.

99. The Wyoming lease sale includes dozens of parcels in state-identified big game Crucial Winter Range ("CWR") and migration habitat.



100. Despite these impacts, BLM did not defer a single parcel based on the Rule's preference criteria. When Plaintiffs protested, BLM quoted the 2025 IM in denying the protest,

stating that "the IM instructs BLM to 'move forward with processing all eligible parcels.'" BLM, *Decision: June 2, 2026, Oil and Gas Sale Protest, Protests Dismissed or Denied* 117–18, 137–39 (2026) (protest nos. 48 & 56).

101. BLM also asserted that *every* parcel under consideration for the Wyoming sale was "high preference" for leasing, EA at 16 & 16–18 tbl. 2.3-2, a conclusion that is patently arbitrary and capricious given the numerous parcels that pose conflicts with important big game habitat and other conservation values. *See, e.g.*, EA app. 4.4 at A-57 to A-59 tbls. 4.4-12 to 4-16 (parcels affecting critical winter range); *id.* at A-59 to A-60 tbls. 4.4-17 to 4-18 (parcels affecting the migratory corridors formally designated by Wyoming).

102. The Wyoming lease sale decision authorizes oil and gas leasing in areas where big game herds are already in steep decline. For example, most of the lease parcels are in the Baggs, Black Thunder, and Sublette Antelope Herd Units ("HUs").[14] These herds are respectively approximately 66%, 38%, and 48% below their population objectives established by the State of Wyoming. Most of the parcels also overlay the Baggs, Sublette, and Cheyenne Mule Deer HUs, which are approximately 25%, 41%, and 62% below their state population objectives.

103. BLM's EA for the June 2026 Wyoming lease sale acknowledged that oil and gas development has detrimental impacts on big game habitat, migrations, and populations. But, despite those negative impacts and the already perilous state of herds in the leasing areas, BLM

[14] Wyoming Fish and Game manages big game in Herd Units, which are populations of big game animals bound by natural (geographic) or human-made barriers that contain all necessary seasonal habitat types to accommodate the entire lifecycle of the animals in that population. *See* Wyo. Game & Fish Dep't, *Handbook of Biological Techniques* app. VIb at VIb-1 (2002), https://wgfd.wyo.gov/sites/default/files/content/PDF/Wildlife/Handbook-BioTechniques/A06b-ReviseSeasRange.pdf.

authorized leasing that may result in direct surface disturbance of over 11,744 acres of mule deer CWR, 23,942 acres of antelope CWR, and 6,161 acres of elk CWR. The indirect impacts of this leasing are orders of magnitude larger, because ungulates avoid directly impacted areas by a mile or more. EA at 66-67, 69. The EA acknowledged potential avoidance impacts to over 91,721 acres of mule deer CWR, 196,806 acres of antelope CWR, and 37,205 acres of Elk CWR. *See* EA at A-58 to A-59 tbls. 4.4-15 to 4-16 (including tbl. 4.4-16 Alt 3: Elk CWR w/1-mi Buffer).

104. Yet, while quantifying these specific disturbances, the EA contained no analysis of how the Wyoming lease sale will impact most of the migration habitat where the leases are located. The EA acknowledged that in the Wyoming-designated Baggs mule deer migration corridor the leases may cause avoidance impacts to over 21% of the corridor as a whole and to nearly 59% of the High Use areas of the corridor. But BLM failed to acknowledge or address the fact that the corridor crosses the border between Colorado and Wyoming and thus is also impacted by the contemporaneous lease sale authorized by BLM in Colorado. The EA also entirely disregards the extensive additional big game migratory habitat that the Interior Department and U.S. Geological Survey have documented, but which the State of Wyoming had not formally designated at the time of the leasing decision. Nor did it address potential impacts to the Sublette antelope migratory corridor, which the State of Wyoming was in the process of designating while BLM was planning the June sale and which the Wyoming Governor formally designated at the end of June 2026—just over two weeks after the sale. All of this important big game migration habitat is documented in the administrative record for the sale but was ignored by BLM.

105. Instead of evaluating these impacts to formally designated corridors and the impacts to additional mapped migration habitat that was well documented in the agency record, BLM's EA for the Wyoming sale simply relied on the various RMPs governing the lands involved in the lease sale and the EISs that accompanied those RMPs, assuring readers that impacts to migratory corridors have already been analyzed and protective stipulations adopted. *See* EA at 71 ("Offering leases in designated migratory corridors is not expected to result in new direct[] impacts . . . beyond those identified in the base RMPs"); EA at 67 ("Impacts to big game habitat are minimized by implementing appropriate surface use stipulations . . . from each affected F[ield] O[ffice] RMP"); FONSI at 4 (noting the lease sale would have effects "similar to and within the scope of those described and considered within the RMPs, as amended, and their respective EISs").

106. Unfortunately, contrary to BLM's assertion, none of the RMPs that govern the lands offered for leasing within big game migration habitat include stipulations to protect that habitat. Instead, these RMPs—which in most cases were published decades before migratory habitat was identified or designated—explicitly defer analysis of impacts and development of mitigation measures to the later stages of the process.

107. The 2008 RMP for the Rawlins Field Office, for example, promises that "[s]urface disturbing and disruptive activities will be managed, on a case-by-case basis, in identified big game migration and transitional ranges to maintain their integrity and function for big game species in these areas." Rawlins RMP at 2-54.

108. Similarly, the Pinedale RMP, also adopted in 2008, does not include any oil and gas leasing stipulations to protect big game migration corridors and habitat. Instead, as BLM

explained in response to a protest of the Pinedale RMP about BLM's lack of clear management criteria for big game migration corridors, "[f]or the larger migration routes in the planning area, however, the P[inedale] RMP allows for maximum management flexibility. Each proposed project that could impact big game migration will be evaluated on its own merits and mitigation applied, if necessary to maintain the integrity of big game migration across the planning area." BLM, *Director's Protest Resolution Report*, *Pinedale RMP* 52–53 (2008).

109. The Rock Springs RMP acknowledges the migration corridors formally designated by the State of Wyoming, but defers addressing the impact of oil and gas development on those corridors to future decision making, stating that "the Proposed RMP would allow more development activities in big game migration corridors, big game crucial winter ranges and parturition areas. . . . [t]his could result in greater impacts on wildlife and fisheries and would be evaluated more closely on a case-by-case basis and subject to adequate mitigation." EIS app. U at U-48. The RMP also promises to "require the development of a specific habitat management plan (HMP) to address big game migration corridors." *Id.* app. U at U-49. For oil and gas leasing overlapping formally designated migration corridors the RMP makes operations subject to a "conservation plan" to be negotiated between BLM and the oil and gas operator. *Id.* app. B at B-10 to B-11.

110. The Rock Springs RMP, however, does not require such conservation plans, or impose any other stipulations or mitigations, for the extensive big game migration habitat that has been mapped but not formally designated by the State of Wyoming.

111. Thus, while the Wyoming EA asserts that the lease sale will not negatively affect big game migration corridors because those corridors are analyzed and protected by stipulations

adopted in the governing RMPs, the governing RMPs and accompanying EISs did not actually analyze oil and gas development impacts on most big game migration habitat and do not contain stipulations designed for their protection. Instead, they defer analysis and adoption of protections (and in the case of Rock Springs, a "Habitat Management Plan") to later stages of the oil and gas development process.

112. In short, the Wyoming EA claims analysis was conducted in the RMP EISs, while the RMP EISs claim analysis will be conducted in implementing decisions like the Wyoming EA. NEPA squarely prohibits playing this sort of "shell-game" with impacts analysis. An agency cannot avoid analyzing an issue in an EA by relying on an EIS that does not actually address the issue. *See Pennaco Energy,* 377 F.3d at 1153–54 ("Because the [] EIS failed to take the requisite hard look at the impacts associated with . . . development, which clearly are relevant matters of environmental concern . . . BLM could not rely on that document to satisfy its NEPA obligations for the proposed leasing decisions at issue here.").

113. Moreover, BLM's lease sale analysis failed to address the limitations that OBBBA places on the Bureau's discretion to not offer nominated lands for lease and to impose stipulations and mitigations not already included in the governing RMP. These limitations alter BLM's obligations under both FLPMA and NEPA. Under FLPMA, BLM must consider in its leasing sale decision whether the proposed leasing—with the stipulations and mitigations contained in the RMP—comports with FLPMA's requirements to sustain big game populations and to avoid unnecessary or undue degradation of public lands. And, if the proposed leasing would prevent BLM from complying with those requirements, then the lands are not "eligible" for leasing because they are "excluded from leasing by a statutory prohibition," 30 U.S.C. §

226(b)(1)(A), and BLM may not offer them for lease. *See Mont. Wildlife Fed'n*, 2026 WL 1707576 at *5. Under NEPA, BLM must analyze the proposed leases and the stipulations and mitigations available under the governing RMPs in light of the Bureau's reduced discretion to add additional protections or defer leasing and ensure they remain valid, including by either demonstrating that they are sufficient to support a FONSI or assessing their effects in a full EIS. *See* 42 U.S.C. § 4336b. The Wyoming EA does not satisfy these requirements under FLPMA, NEPA, or OBBBA.

114. Confusingly, after asserting that the Wyoming lease sale would have no impacts on migration corridors beyond those identified in the RMPs, the EA conceded that there may in fact be negative impacts to at least the formally designated Baggs and Sublette mule deer corridors but promised that "[timing limitation] stipulations and mitigation plans would be put in place to sufficiently protect the continued functionality of the migratory corridor and not cause the big game species to avoid or leave the high-use portions of the designated corridor during migration periods." EA at 73; *see also* EA at 69 ("site-specific mitigation measures developed if or when a site-specific development plan would be proposed are expected to further minimize disturbance to wildlife"); *id.* ("additional site-specific mitigation may be required at the time an APD is submitted").

115. But this unsupported assertion that BLM will be able to address any negative effects at the post-leasing APD stage of the oil and gas development process failed to acknowledge that the agency's discretion to reduce impacts at the APD stage is significantly limited. Issuance of the leases represents an irreversible commitment of federal resources, giving leaseholders a contractual right to drill and constraining BLM's authority to limit such drilling.

See Pennaco Energy, 377 F.3d at 1160. As a result, any APD-stage mitigation plans generally involve smaller scale spacing and timing adjustments that do not totally preclude surface-disturbing activity on the leases—even if that a prohibition on surface disturbance is necessary to avoid negative impacts to big game habitat and migration corridors. For that reason, NEPA and FLPMA require that BLM grapple with the reasonably foreseeable impacts to big game habitat and migratory corridors *before* issuing leases that irreversibly commit these lands to oil and gas development.

116. In approving the June 2026 Wyoming lease sale, BLM did not consider or adopt any new leasing stipulations or mitigation measures to protect big game habitat or migration corridors.

117. Nor did BLM demonstrate how the sale—without deferring parcels and without additional lease stipulations or mitigations—comports with BLM's substantive obligations under FLPMA to maintain sustainable big game populations and prevent undue degradation of their habitat.

<u>CLAIMS FOR RELIEF</u>

FIRST CLAIM FOR RELIEF
(BLM Promulgated IM 2025-028 in Violation of the APA)

118. Plaintiffs reallege and incorporate by reference each and every allegation set forth in this Complaint.

119. The APA requires federal agencies to provide public notice of, and an opportunity for public comment on, all substantive rules. *See* 5 U.S.C. § 553. Agencies must also follow the requirements of notice and comment rulemaking to rescind or repeal a substantive rule. *See*

Perez, 575 U.S. at 101 (quoting *Paralyzed Veterans of Am. v. D.C. Arena L.P.*, 117 F.3d 579, 586 (D.C. Cir. 1997)).

120. IM 2025-028 is a substantive rule because it binds the agency and imposes or affects individual rights and duties, including by requiring the inclusion of low preference parcels in lease sales, curtailing the range of alternatives the agency can consider under NEPA, and prejudging the outcome of the NEPA process ("The BLM will move forward with offering all eligible parcels"). IM 2025-028 also purports to rescind BLM's 2024 Rule preference criteria regulation, a substantive rule.

121. By failing to provide public notice or an opportunity for public comment before issuing IM 2025-028, Defendants violated the APA and acted contrary to law. *See* 5 U.S.C. § 706(2).

SECOND CLAIM FOR RELIEF
(IM 2025-08 Violates the APA, FLPMA, and BLM's Regulations)

122. Plaintiffs reallege and incorporate by reference each and every allegation set forth in this Complaint.

123. IM 2025-028 conflicts with BLM's preference criteria regulation at 43 C.F.R. § 3120.32, which implements BLM's obligations under FLPMA. The 2025 IM instructs Bureau staff to disregard the Rule's preference criteria when making leasing decisions, by mandating that the agency move forward all "eligible" parcels for leasing regardless of their preference designation or resource conflicts. *See* IM 2025-028 ¶ II.E.2.

124. By directing BLM staff to disregard the 2024 Rule when making leasing decisions, and to offer all eligible parcels regardless of the preference criteria, the 2025 IM violates the 2024 Rule and FLPMA and is contrary to law. *See* 5 U.S.C. § 706(2).

THIRD CLAIM FOR RELIEF
(Violation of APA, FLPMA, and BLM Regulation – Applying the 2025 IM to the Colorado and Wyoming Lease Sales)

125. Plaintiffs reallege and incorporate by reference each and every allegation set forth in this Complaint.

126. In authorizing the Colorado and Wyoming lease sales, BLM expressly relied on the 2025 IM to avoid deferring parcels that will negatively impact big game habitat and migration corridors. In so doing, BLM violated its own regulations, which implement BLM's obligations under FLPMA, that give such parcels low preference for leasing.

127. In addition, BLM violated the preference criteria requirements of the 2024 Rule in the Wyoming sale by arbitrarily designating all parcels under consideration as "high preference" despite their conflicts with important wildlife habitat and other values. These designations were arbitrary and capricious and conflicted with the 2024 Rule and FLPMA.

128. Both the Colorado and Wyoming sales violated the 2024 Rule, FLPMA, and the APA.

FOURTH CLAIM FOR RELIEF
(Violation of FLPMA, OBBBA, and the APA – Big Game Migration Corridors)

129. Plaintiffs reallege and incorporate by reference each and every allegation set forth in this Complaint.

130. FLPMA imposes on BLM substantive obligations to provide a sustained yield of wildlife species, including big game, and to avoid unnecessary or undue degradation of big game habitat. 43 U.S.C. §§ 1702, 1732.

131. OBBBA does not relieve BLM of those obligations. Indeed, OBBBA prohibits BLM from offering for lease lands that are not "eligible" for leasing because they are "excluded

from leasing by a statutory prohibition" such as the substantive obligations of FLPMA. 30 U.S.C. § 226(b)(1)(A); *see Mont. Wildlife Fed'n.,* 2026 WL 1707576, at *5.

132. The Colorado and Wyoming leasing decisions fail to comply with these FLPMA and OBBBA obligations. BLM has failed entirely to consider and demonstrate that the proposed leasing—in light of BLM's reduced discretion to defer parcels and to impose stipulations and mitigations beyond those in the RMP—comports with FLPMA's requirements to sustain big game populations and to avoid unnecessary or undue degradation of public lands, thus making those lands eligible for leasing under OBBBA.

133. BLM's leasing decisions cannot rely on the governing RMPs to demonstrate FLPMA compliance because the RMPs either defer consideration of impacts on big game migratory habitat to future decision making or ignore such habitat impacts entirely. Nor can BLM rely on the promise of future mitigation to satisfy its FLPMA obligations because OBBBA has limited BLM's discretion to impose meaningful mitigation of oil and gas development beyond the RMP stage.

134. Because of these failures, the Colorado and Wyoming leasing decisions are arbitrary and capricious and inconsistent with FLPMA, OBBBA, and the APA.

FIFTH CLAIM FOR RELIEF
(Violation of NEPA and the APA – Big Game Migration Corridors)

135. Plaintiffs reallege and incorporate by reference each and every allegation set forth in this Complaint.

136. NEPA requires federal agencies to identify and address "the reasonably foreseeable environmental effects" of their proposed actions and "a reasonable range of alternatives," 42 U.S.C. § 4332(C)(i), (iii), before making an "irretrievable commitment of

resources," *New Mexico*, 565 F.3d at 717 (citing 42 U.S.C. § 4332(C)(v); *Pennaco Energy*, 377 F.3d at 1160). In the context of oil and gas leasing, issuing leases without stipulations prohibiting all surface occupancy constitutes such a commitment, and thus "the operative inquiry" in determining the adequacy of BLM's NEPA analysis for a lease sale is "whether all foreseeable impacts of leasing [were] taken into account before leasing could proceed." *See New Mexico*, 565 F.3d at 717.

137. In evaluating a proposed lease sale under NEPA, BLM may rely on the analysis in the programmatic EIS prepared for an RMP only if the programmatic EIS adequately evaluated the relevant resource impacts. *See Pennaco Energy,* 377 F.3d 1147 (holding BLM erred in relying on an RMP EIS when issuing leases to develop coal bed methane because the RMP EIS failed to address coal bed methane development); *see also Dine Citizens Against Ruining Our Env't,* 923 F. 3d at 856–57 (holding BLM erred in tiering EAs for APDs to flawed analysis of water use in RMP EIS).

138. Moreover, BLM must assess whether the analysis in the RMP EIS remains valid in light of subsequent developments. When the EIS is more than five years old, the agency must "reevaluate[] the analysis in the programmatic environmental document and any underlying assumption to ensure reliance on the analysis remains valid." 42 U.S.C. § 4336b(2). And, where the EIS is less than five years old, the agency must consider whether "there are substantial new circumstances or information about the significance of adverse effects that bear on the analysis." *Id.* § 4336b(1).

139. As set forth above, the EAs for the Colorado and Wyoming leasing decisions fail to take a hard look at all of the reasonably foreseeable impacts of leasing, including the

combined impacts that both decisions have on the same migratory corridors.

140. As set forth above, the EAs for the Colorado and Wyoming leasing decisions fail to analyze a reasonable range of alternatives, including not issuing leases in big game migration habitat.

141. The EAs for the Colorado and Wyoming leasing decisions purport to rely on BLM's NEPA analyses in the programmatic EISs for the governing RMPs. Those EISs, however, do not adequately analyze the impacts of leasing on big game habitat or migration corridors. Nor has BLM ensured that its RMP EISs remain valid under 42 U.S.C. § 4336b: many of EISs governing the lease area are greater than 5 years old, and none of them reflects or responds to the significant change in the oil and gas leasing regime effectuated by OBBBA.

142. The Colorado and Wyoming leasing decisions thus violate NEPA and the APA.

SIXTH CLAIM FOR RELIEF
(Violation of FLPMA, OBBBA, and the APA – Lands with Wilderness Characteristics)

143. Plaintiffs reallege and incorporate by reference each and every allegation set forth in this Complaint.

144. FLPMA required BLM to ensure that its decision to offer the Crooked Wash and Serviceberry areas for lease would not cause unnecessary or undue degradation to their wilderness characteristics.

145. OBBBA prohibits BLM from offering for lease lands that are not "eligible" for leasing because they are "excluded from leasing by a statutory prohibition" such as the substantive obligations of FLPMA. 30 U.S.C. § 226(b)(1)(A).

146. BLM failed to ensure that the Crooked Wash and Serviceberry areas could be leased consistent with Bureau's obligations under FLPMA and OBBBA. Instead, BLM asserted that decisions on how to manage lands with wilderness character had already been made in the agency's 2011 RMP for the Little Snake Field Office, and that OBBBA did not allow it to add new stipulations to protect these lands. This assertion is arbitrary and capricious. The Little Snake RMP never considered the wilderness characteristics of the Crooked Wash and Serviceberry areas and determined that they could be leased consistent with FLPMA because BLM identified these lands as having wilderness character in 2013—two years after the RMP was adopted. And under a FLPMA obligation that was not altered by OBBBA, BLM is required to ensure that that these areas could be leased without causing unnecessary or undue degradation. BLM's failure to consider whether the Crooked Wash and Serviceberry areas could be leased consistent with the Bureau's substantive obligations under FLPMA violated that statute and was arbitrary and capricious. By the same token, BLM's failure to consider whether these lands were ineligible for leasing because such leasing would be prohibited under FLPMA also violates OBBBA and was arbitrary and capricious for that reason as well.

SEVENTH CLAIM FOR RELIEF
(Violation of NEPA and the APA – Lands with Wilderness Characteristics)

147. Plaintiffs reallege and incorporate by reference each and every allegation set forth in this Complaint.

148. NEPA requires BLM to analyze the reasonably foreseeable impacts on the wilderness character of the Crooked Wash and Serviceberry areas before offering those lands for oil and gas leasing. In addition, NEPA obligated BLM to consider reasonable alternatives that would preserve that wilderness character.

149. BLM did not undertake these analyses. The Bureau instead asserted that all necessary analysis was conducted in conjunction with the 2011 Little Snake RMP. That assertion is arbitrary and capricious. The RMP and its EIS did not address the wilderness characteristics of the Crooked Wash and Serviceberry areas because BLM did not identify them as having wilderness character until 2013—two years after the RMP had been adopted. BLM violated NEPA by not analyzing and disclosing the impacts on the wilderness character of the Crooked Wash and Serviceberry areas and the alternatives to leasing in those areas before authorizing leasing in those areas.

150. In relying on the 2011 Little Snake RMP, BLM also failed to comply with 42 U.S.C. § 4336b which obligated BLM to reevaluate the analysis in the 2011 RMP EIS to ensure it remained valid before relying on it. For these reasons, BLM's decision to lease lands within the Crooked Wash and Serviceberry areas violated NEPA and the APA.

PRAYER FOR RELIEF

To remedy the foregoing violations, Plaintiffs respectfully request that this Court:

1. Issue a declaratory judgment that Defendants violated the APA in promulgating the 2025 IM without following notice and comment rulemaking procedures;

2. Issue a declaratory judgment that Defendants violated the 2024 Leasing Rule, FLPMA, and the APA by issuing the 2025 IM;

3. Issue a declaratory judgment that the Colorado and Wyoming sales violated the 2024 Rule, FLPMA, and the APA;

4. Set aside the 2025 IM;

5. Issue a declaratory judgment that BLM violated FLPMA, NEPA, OBBBA and the APA, and acted arbitrarily and capriciously in issuing the Colorado and Wyoming lease sale decisions;

6. Set aside the Colorado and Wyoming lease sale decisions and vacate any leases sold thereunder; and the Decision Records approving those sales, as well as the EAs supporting those sales;

7. Award temporary, preliminary, and permanent injunctive relief prohibiting BLM from implementing the Colorado and Wyoming lease sales or relying on them to authorize the award of additional leases;

8. Award Plaintiffs' costs, expenses, and reasonable attorney fees; and

9. Provide such other relief as the Court deems just and proper.

Respectfully submitted this 8th day of September 2026,

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