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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON MEDFORD DIVISION

KLAMATH-SISKIYOU WILDLANDS CENTER, *et al.*,

Plaintiffs,

v.

UNITED STATES BUREAU OF LAND MANAGEMENT,

Defendant.

Case No.: 1:26-cv-00409-MC

The Honorable Judge McShane

DEFENDANT'S OPPOSITION TO PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

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INTRODUCTION

The Court should deny Plaintiffs' Motion for a Preliminary Injunction ("Pls.' Mot."), Dkt. No. 9, because they have failed to show that they are likely to succeed on the merits of their National Environmental Policy Act ("NEPA") claims or that the remaining injunction factors weigh in their favor. The U.S. Bureau of Land Management ("BLM") approved the Ashland Strategic Operations for Safety ("SOS") Project to address the issue of dead and dying conifers that pose a risk of hazard and wildfire to communities in Southwest Oregon. The project is designed to cull dead and dying conifers and does not involve the clearcutting of areas of the forest. It is designed to avoid healthy trees and hardwoods, but the operators are permitted to cut hardwoods where doing so is necessary for safety or operational reasons.

Plaintiffs claim that BLM is required to conduct additional analysis under NEPA based on their allegations that BLM, contrary to its decisions authorizing the timber sales implementing the project, is allowing the large-scale removal of hardwoods. This is simply not true. Plaintiffs rely on anecdotal evidence, including photographs of trucks loaded with hardwoods and handpicked photographs of some treated areas. The removal of some hardwoods does not show that the contractors are exceeding the parameters of the project, and BLM is overseeing the project to ensure that hardwood removal is conducted for appropriate reasons. Plaintiffs' NEPA claims fail because they have not demonstrated the removal of hardwoods for safety or operational purposes is occurring at a level that was not already considered in BLM's environmental assessment ("EA"). And, even to the extent excess removal were occurring, Plaintiffs fail to demonstrate irreparable harm or that an injunction would serve the public interest. The project is important to reduce hazards and the risk of wildfires, thus protecting local communities. Therefore, the injunction should be denied.

LEGAL BACKGROUND

I. National Environmental Policy Act

NEPA serves the purpose of informing agency decision-makers of the significant environmental effects of proposed major federal actions, so that such potential effects may be considered in the decision-making process. *See Seven Cnty. Infrastructure Coal. v. Eagle Cnty., Colorado*, 605 U.S. 168, 173 (2025). NEPA is procedural, not substantive, in nature. *Id.* at 173, 177. To meet the purpose of the statute, NEPA requires that an agency prepare a comprehensive environmental impact statement ("EIS") for "major Federal actions significantly affecting the quality of the human environment." 42 U.S.C. § 4332(2)(C). An agency may prepare an environmental assessment ("EA") to determine whether the impacts of an action will be significant, and if not, the agency may prepare a finding of no significant impact ("FONSI") and forego preparation of an EIS. 42 U.S.C. § 4336(b)(2).[1]

In reviewing an agency's compliance with NEPA, "a court should afford substantial deference to the agency." *Seven Cnty.*, 605 U.S. at 180. In conducting a NEPA analysis, "an agency will invariably make a series of fact-dependent, context-specific, and policy-laden choices about the depth and breadth of its inquiry." *Id.* at 183. "Courts should afford substantial deference and should not micromanage those agency choices so long as they fall within a broad zone of reasonableness." *Id.*; *see also Dept. of Transp. v. Public Citizen*, 541 U.S. 752, 767 (2004) (NEPA is governed by a "rule of reason").

[1] The Council on Environmental Quality ("CEQ") promulgated regulations implementing NEPA in 1978, 43 Fed. Reg. 55,978 (Nov. 29, 1978), and a minor substantive amendment to those regulations in 1986, *see* 51 Fed. Reg. 15,618 (Apr. 25, 1986). CEQ substantially revised the regulations in 2020, *see* 85 Fed. Reg. 43,304 (July 16, 2020), and again in 2022 and 2024. *See* 87 Fed. Reg. 23,453 (Apr. 20, 2022); 89 Fed. Reg. 35,442 (May 1, 2024). In 2025, CEQ rescinded all of its regulations. 90 Fed. Reg. 10,610 (Feb. 25, 2025). The Department of the Interior has its own regulations implementing NEPA at 43 C.F.R. § 46.10 *et seq.*

FACTUAL BACKGROUND

I. The Ashland SOS Project

The Ashland SOS Project is designed to address the safety risks posed by dead and dying conifers in proximity to populated areas. Ashland SOS Project Final EA ("EA") at 1, 7, BLM.SOS_001461, 1467;[2] *see also* Decl. of Meriel Darzen, Ex. 1, Dkt. No. 10-1. As explained in the September 2025 EA, "Southwest Oregon is experiencing an unprecedented amount of dead and dying conifers." EA at 2. These conditions are caused by "a lack of frequent low-moderate severity fire and past vegetation management practices leading to unnaturally dense forest conditions that result in greater competition for limited water resources, climate change (drought, heat waves), and resulting greater susceptibility to infestation from insects and pathogens." *Id.* Douglas firs are the most affected because, in addition to being stressed by drought, they are targeted by the flatheaded fir borer, an insect that is native to Southwest Oregon. *Id.* Studies show that more Douglas fir trees in Southwest Oregan died between 2015 and 2019 than in the preceding four decades. *Id.* at 2-3.

Dead and dying conifers pose a hazard to nearby population centers. *Id.* at 3. "If these dead and dying conifers are not removed from the landscape, there is the potential for these trees to fall on roads, cars, and people, including members of the public and emergency responders." *Id.* Conifer mortality at this scale also increases the risks of forest fires by potentially changing "fire behavior, as well as how BLM fights fires due to the hazard of falling trees and increases in fuel loading . . . across the landscape." *Id.* The removal of dead and dying conifers can aid in

[2] Documents with the prefix "BLM.SOS" refer to the documents in BLM's administrative record, filed with the Court on May 13, 2026, Dkt. No. 17. Defendants distributed the administrative record to the parties electronically and submitted the record on a flash drive to the Court.

reducing these risks and making it safer for BLM to fight forest fires. *Id.* Delaying the removal of dead and dying conifers "would increase the likelihood of severe, stand-replacing wildfire and loss of life and property due to the presence of hazard trees and elevated fuel loading on the landscape." *Id.* The Ashland SOS Project was designed to reduce these risks by removing dead and dying conifers near the communities of Ruch, Applegate, Jacksonville, and Buncum, Oregon. *Id.* at 3, 5.

Holding timber sales allows BLM to shift some of the cost of removing dead and dying conifers to private contractors. *Id.* at 4. The alternatives would be to wait until the timber has no commercial value, at which point "BLM would have to rely entirely on appropriated taxpayer dollars to pay for the costs of removal and would be able to treat significantly fewer acres." *Id.* "This proactive approach allows for treatment of more acreage and increases safety across more areas within current budgetary limits. *Id.* But the authorization of commercial forestry treatments of this kind depends on the presence of some merchantable timber. *Id.* BLM's regulations require that timber sales "must be economically viable to be implemented." *Id.* (citing 43 C.F.R. pt. 5400). There is a narrow window for BLM to hold timber sales to remove dead and dying trees because "[d]ead trees retain commercial value for one to three years." *Id.* at 5. If BLM were to wait until the trees "are so deteriorated that they have no commercial value," the cost of removing the dead and dying trees would increase "because removal costs would not be offset by the commercial value of merchantable timber." *Id.*

The purpose and need for the Ashland SOS Project is "to address the impacts of widespread conifer mortality on responder and public safety," including "the immediate hazard of overhead falling trees and the short- and long-term risks associated with increased fuel loading." *Id.* at 7. The focus of the project is on areas "within one mile of where people live,

along strategic roads used for emergency response, and on prominent public travel routes." *Id.*; *see also id.* at 8 (describing the purpose and need for the project). To meet this purpose and need, BLM analyzed three alternatives in the EA: the no action alternative and two action alternatives. *Id.* at 10. Alternative two contains area and linear treatments and would authorize up to 2,592 acres of linear treatments, 1,798 acres of area treatments, and 968 acres of haul routes. *Id.* at 16; *see also id.* at 15-20 (describing alternative 2). Alternative 3 contains only linear treatments and would authorize up to 2,665 acres of linear treatments. *Id.* at 12; *see also id.* at 20-21 (describing alternative 3).

The purpose of the Ashland SOS Project is to remove dead and dying conifers, not hardwoods. Ashland SOS EA at 11, BLM.SOS_001471. Nevertheless, the project contemplates that contractors will be permitted to cut hardwoods where necessary for safety or operational purposes. *Id.* Specifically, the project parameters described in the EA indicate that contractors shall retain "all hardwoods ≥ 24 inches in diameter, except where falling is necessary for safety or operational reasons. If such trees need to be cut for safety or operational reasons, retain cut trees in the stand where operationally possible." *Id.* Appendix F of the EA (Project Design Features) indicates that "hardwoods over 8 inches [in diameter]" shall not be cut, unless necessary for safety or operational purposes." EA at 222.

The EA analyzed environmental effects of the implementation of silvicultural prescriptions across treatment units, including changes in stand structure, canopy conditions, fuel loading, habitat function, and related treatment objectives before and after treatment. The EA and project design contemplated that some hardwood removal could occur for operational and safety purposes during implementation. EA at 11; BLM.SOS_001471. The analysis in the EA generally was conducted at the stand level and did not focus on particular trees. BLM conducted

that analysis based on a variety of factors, such as treatment acreage, fuel loading, canopy cover, basal area retention, habitat function, and similar landscape- or stand-scale metrics, rather than on preservation of every individual retained hardwood stem within treatment units. *See*, *e.g.*, fire and fuels analysis, EA at 21-42 (BLM.SOS_001481-1502), northern spotted owl habitat analysis, EA at 45-53, 169-83 (BLM.SOS_001505-13, 1629-43), riparian reserve analysis, EA at 136-43 (BLM.SOS_001596-1603), cavity-nesting wildlife/snag habitat analysis (including song birds and pacific fisher), EA at 200-03 (BLM.SOS_001660-63), soils analysis, EA at 53-58, (BLM.SOS_001513-18), recreation analysis, EA at 58-68 (BLM.SOS_001518-28), and Siskiyou Mountains salamander analysis, EA at 203-04 (BLM.SOS_001663-64).

On September 11, 2025, BLM issued three decision records authorizing commercial salvage harvest and roadside hazard tree operations on the Ashland SOS EA, i.e., the Holcomb Hollow Timber Sale, the Chopper Styx Timber Sale, and the Apple Saws Timber Sale. BLM.SOS_001796-1969. It issued a fourth decision record on November 18, 2025, for the Thom Bone Timber Sale. BLM.SOS_000779-836.[3] For each of the timber sales, BLM selected alternative 2, authorizing area and linear treatments. *See*, *e.g.*, Holcomb Hollow Decision Record ("DR") at 1. The sales authorize the following acreage to be treated:

- Holcomb Hollow—629.2 acres, Holcomb Hollow DR at 3;
- Chopper Styx—421.9 acres, Chopper Styx DR at 3;
- Apple Saws—568.8 acres, Apple Saws DR at 3;
- Thom Bone—530 acres, Thom Bone DR at 3.

BLM has since issued contracts for the Holcomb Hollow and Apple Saws Timber sales, and those sales are being implemented. *See* Decl. of Lauren Brown ("Brown Decl.") ¶ 4. The

[3] The four decision records are Exbibits 3-6 to the Darzen Declaration, Dkt. Nos. 10-3 – 10-6.

Thom Bone Timber Sale has been sold, but no contract has been issued, and the Chopper Styx Timber Sale has not been sold. *Id.* The timber sale contracts provide that hardwoods are to be reserved, "except where falling is necessary for safety or operational reasons." Apple Saws Prospectus, Special Provisions at 1, BLM.SOS_001265; Holcomb Hollow Prospectus, Special Provisions, at 1, BLM.SOS_001048. If hardwoods are felled for operational or safety reasons, logs less than 24 inches in diameter are to be hauled away to reduce fuel loading; logs greater than 24 inches in diameter are to be retained on site, unless doing so would pose a safety or operational issue. BLM.SOS_001262, 1274-75.

II. Implementation of the Ashland SOS Project

Once a timber sale is sold and a contract is awarded, BLM maintains an oversight role over the project, but that role has important limitations. Worker safety requirements are the responsibility of the Occupational Health and Safety Administration ("OSHA"), and BLM does not administer or enforce the requirements of OSHA. Brown Decl. ¶ 8. BLM does not independently perform real-time, tree-by-tree hazard assessments during active felling operations. *Id.* Instead, such determinations are made by the timber sale purchasers' trained operators in compliance with standards set forth in OSHA regulations. *See*, *e.g.*, 29 C.F.R. § 1910.266(c) ("Definitions applicable to this section. . . . Danger Tree. A standing tree that presents a hazard to employees due to conditions such as, but not limited to, deterioration or physical damage to the root system, trunk, stem or limbs, and the direction and lean of the tree."). BLM does not second-guess the safety determinations made by operators during timber harvesting operations. Brown Decl. ¶ 8.[4]

[4] There are good reasons for BLM not to get involved in safety determinations – logging is dangerous and fellers may be seriously injured if logging projects are not conducted safely. *See* Order, *McKensie v. United States*, No. 1:14-cv-1503-CL (D. Or. Oct. 17, 2016).

By contrast, when removal of non-hazard hardwood trees is needed for operational reasons, BLM engages with the contractor to discuss ways to minimize the removal of those trees. Brown Decl. ¶ 11. And, more generally, BLM oversees implementation through contract administration, inspections, and evaluation of whether treatment objectives and retention requirements analyzed in the EA are being achieved. *Id.* BLM does conduct oversight of timber sale operations to ensure compliance with project parameters and contract provisions. Brown Decl. ¶ 9. It does so through "contract provisions, prescription design, required retention standards, and ongoing inspection and enforcement." *Id.*; *see also* BLM Sale Procedure Handbook at 2-6, BLM.SOS_020014-18. BLM staff "routinely monitor operations, review compliance with project design features, and address issues that arise during implementation." Brown Decl. ¶ 10. This oversight "includes the ability to direct or limit certain operational activities where necessary to ensure consistency with contractual requirements and project design features, including retention of trees . . . ." *Id.*

BLM has conducted its usual oversight of the timber sales authorized as part of the Ashland SOS Project, and the contractors have generally complied with the parameters of the project. Brown Decl. ¶¶ 13, 34. Plaintiffs have pointed to several instances where they allege that the removal of hardwoods was greater than necessary for safety or operational purposes, but BLM's review of those occasions found no evidence that the removal of hardwoods was "excessive" as plaintiffs allege, and found no evidence that implementation was inconsistent with the Project's retention objectives or analyzed stand conditions. *Id.* ¶¶ 13, 24, 25. BLM evaluated each of those instances, communicated with the contractors, and, where necessary, provided direction to purchasers to ensure that operations continued within the terms of the contract. *Id.* ¶ 13, 14. As explained by Lauren Brown, the Field Manager for the Ashland Office of the

Medford District, who is overseeing the project, "These types of interactions are a routine part of timber sale administration and do not indicate that the Project is being implemented outside its authorized scope." *Id.* ¶ 13.

Plaintiffs claim that BLM has allowed "the clearcutting and removal of essentially *all* trees within the sale units, including massive quantities of mature and legacy hardwoods," Pls.' Mot. for Prelim. Inj. at ii, Dkt. No. 9, and the removal of "80 percent of the hardwoods." Pls. Mem. in Supp. ("Pls.' Mem.") at 19, Dkt. No. 9 (citing Decl. of Luke Ruediger ("Ruediger Decl.") ¶ 63, Dkt. No. 11). There is no basis for these assertions. BLM has conducted reasonable oversight of the project and found no evidence of hardwood removal on such a large scale. Brown Decl. ¶ 15. BLM has conducted regular inspections of project sites, and BLM generally has found that the contractors have complied with terms of the contracts and have not conducted clearcutting, as Plaintiffs claim. *Id.* ¶¶ 16-17. Photographs from recent site visits show that, after treatments, hardwoods and other trees have been retained, thus refuting Plaintiffs' portrayal of the projects as clearcutting entire stands. *Id.* ¶ 16.

Plaintiffs also claim that hardwoods are being removed and sold in a manner inconsistent with the project design, suggesting that the hardwoods are being sold for profit. *See* Pls.' Mem. at 14-16; Ruediger Decl. ¶¶ 65-67. There is nothing unusual, however, about logging trucks removing trees, even hardwood logs, during timber sale operations for salvage harvest. Brown Decl. ¶ 22. The fact that some hardwoods are being loaded onto trucks does not demonstrate widespread violations of the sale contracts. *Id.* When hardwoods are cut for safety or operational purposes, the contracts require the contractor to remove the hardwoods from the site in order to reduce fuel loadings and achieve the Project's fire risk reduction objectives. *Id.* ¶¶ 12, 23. Under the timber sale contracts, the contractors bear the cost of removing unmerchantable

hardwoods and that material generally lacks offsetting value, because mills generally do not accept hardwoods as saw logs. *Id.* ¶ 23. For this reason, there is little to no incentive to remove hardwoods beyond what is operationally necessary. *Id.*

III. Procedural Background

On March 3, 2026, Plaintiffs brought suit challenging BLM's approval of Ashland SOS Project and the issuance of the four decision records for individual timber sales. Compl. ¶ 2, Dkt. No. 1. In their Complaint, Plaintiffs claimed that the Ashland SOS Project violated the Federal Land Policy and Management Act ("FLPMA") because it was inconsistent with the requirements of the Southwestern Oregon Resource Management Plan, and that BLM had violated NEPA because impacts from the project's implementation exceeded the impacts analyzed during the NEPA process. *See id.* ¶¶ 4-5, 113-40. Plaintiffs' preliminary injunction motion focuses only on the NEPA claim and specifically on the issue of whether excessive amounts of hardwoods are being removed during the implementation of the project. Pls.' Mem. at 1-2.

STANDARD OF REVIEW

I. Preliminary Injunctions are Extraordinary Remedies

"A preliminary injunction is an 'extraordinary and drastic remedy'" that is "never awarded as of right." *Munaf v. Geren*, 553 U.S. 674, 689-90 (2008). This exacting standard applies with full force to environmental cases. *Monsanto Co. v. Geertson Seed Farms*, 561 U.S. 139, 157 (2010); *Lands Council v. McNair*, 537 F.3d 981, 1005 (9th Cir. 2008) (en banc). To obtain a preliminary injunction, a plaintiff must establish that: (1) it is likely to prevail on the merits of its substantive claims, (2) it is likely to suffer imminent, irreparable harm absent an injunction, (3) the balance of equities favors an injunction, and (4) an injunction is in the public interest. *Winter v. Nat. Res. Def. Council*, 555 U.S. 7, 20, 22-23 (2008). Alternatively, the Ninth

Circuit has found "'serious questions going to the merits' [rather than a likelihood of success on the merits] and a hardship balance that tips sharply toward the plaintiff can support issuance of an injunction, assuming the other two elements of the *Winter* test are also met." *All. for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1132 (9th Cir. 2011). Under either test, the plaintiff must "establish that irreparable harm is *likely*, not just possible, in order to obtain a preliminary injunction," *id.* at 1131, and a deficiency in any one of the required elements precludes extraordinary relief. *Winter*, 555 U.S. at 24. Because a "preliminary injunction is an extraordinary and drastic remedy," *Mazurek v. Armstrong*, 520 U.S. 968, 972 (1997), the party seeking such an injunction must make "a clear showing that the plaintiff is entitled to such relief," *Winter*, 555 U.S. at 22.

II. Review of Agency Decisions Under the Administrative Procedure Act

The Court's assessment of the merits of Plaintiffs' claims is governed by the Administrative Procedure Act ("APA"), 5 U.S.C. § 706(2), based on the administrative record compiled by the agency. *See Mont. Wildlife Fed. v. Haaland*, 127 F.4th 1, 36 (9th Cir. 2025). Under the APA's narrow and deferential standard of review, a plaintiff must satisfy a "high threshold" to establish that agency action or inaction is unlawful. *River Runners for Wilderness v. Martin*, 593 F.3d 1064, 1070 (9th Cir. 2010); *McNair*, 537 F.3d at 988. Agency decisions may be overturned only if "arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law." *Native Ecosystems Council v. Dombeck*, 304 F.3d 886, 891 (9th Cir. 2002). An agency action will be upheld if the agency has considered the relevant factors and articulated a rational connection between the facts found and choice made. *Balt. Gas & Elec. Co. v. Nat. Res. Def. Council*, 462 U.S. 87, 105 (1983). The scope of review is narrow, and the Court's role is "not to make its own judgment" on matters considered by the agency,

as the standard of review "does not allow the court to overturn an agency decision because it disagrees with the decision." *River Runners*, 593 F.3d at 1070; *Motor Vehicle Mfrs. Ass'n. v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 29-30 (1983).

ARGUMENT

I. Plaintiffs Have Not Demonstrated that They are Entitled to a Preliminary Injunction

Plaintiffs have failed to demonstrate a likelihood of success on their NEPA claims, that they are likely to suffer irreparable harm in the absence of an injunction, or that the balance of the harms and the public interest weigh in favor of an injunction.

A. Plaintiffs Have Failed to Demonstrate that They Are Likely to Succeed on the Merits

Plaintiffs are unlikely to succeed on their NEPA claims. No supplemental analysis is required because additional NEPA analysis is only required when there is some major federal action left for BLM to take with respect to the challenged timber sales. BLM has already approved the challenged sales, and the monitoring and enforcement activities that Plaintiffs focus on in their motion are not major federal actions. In addition, no supplemental analysis is required because Plaintiffs are incorrect that hardwood removal is occurring on a scale beyond what was analyzed in the EA. Finally, BLM's analysis of impacts in the EA was adequate and included the impacts of the incidental harvesting of hardwoods.

1. BLM Is Not Required to Prepare a Supplemental NEPA Analysis

BLM is not required to prepare a supplemental NEPA analysis because BLM's monitoring and enforcement of timber sale contracts are not major federal actions requiring further NEPA analysis and, in any event, Plaintiffs are incorrect that contractors are removing hardwoods on a scale that is outside of the project design.

a. Monitoring and Enforcement Activities are Not Major Federal Actions Necessitating Further NEPA Analysis

NEPA does not require an agency to "supplement an EIS every time new information comes to light after the EIS is finalized." *Marsh v. Or. Nat. Res. Council*, 490 U.S. 360, 373 (1989). Such a requirement "would render agency decisionmaking intractable, always awaiting updated information only to find the new information outdated by the time a decision is made." *Id.* Instead, a supplement is only required if there is major federal action left to occur and "the new information is sufficient to show that the remaining action will 'affect the quality of the human environment' in a significant manner or to a significant extent not already considered." *Id.* at 374 (quoting 42 U.S.C. § 4332(2)(C) (citation modified)); *see also Norton v. S. Utah Wilderness All.* ("*SUWA*"), 542 U.S. 55, 72-73 (2004).

Plaintiffs' claim fails the first of these two requirements because BLM's continued oversight of the implementation of the timber sales is not major federal actions requiring a NEPA analysis, and there is no other major federal action left to occur. Whether a supplemental analysis is required "turns on the value of the new information to the *still pending* decisionmaking process." *Ctr. for Biological Diversity v. Salazar*, 706 F.3d 1085, 1095 (9th Cir. 2013) (quoting *Marsh*, 490 U.S. at 374). Once an agency makes a decision to approve a particular plan or permit, there is no major federal action left to occur. *See id.*; *Cold Mountain v. Garber*, 375 F.3d 884, 894 (9th Cir. 2004). Merely because an agency continues to be involved in a project in an oversight capacity and may make ministerial decisions to ensure compliance with the parameters of its decision does not mean that major federal action remains. *See Ctr. for Biological Diversity*, 706 F.3d at 1095-96.

Case law within the Ninth Circuit confirms that BLM's oversight of the challenged timbers sales is not a major federal action that would trigger additional NEPA analysis. In *Cold*

Mountain, the Ninth Circuit found that no additional NEPA analysis was required where a plaintiff alleged (as here) that a supplemental analysis was required because the permittee had violated the terms of its special use permit for a bison testing facility. *Cold Mountain*, 375 F.3d at 894. "Pointing to eyewitness affidavits, videotape footage, and photographs that purport to demonstrate violations of the [permit]," the plaintiffs argued that the Forest Service was required to prepare a supplemental NEPA analysis. *Id.* at 889, 891. But the Ninth Circuit concluded that no additional analysis was required because, the permit having been issued, there was no outstanding major federal action. *Id*. at 894.

Similarly, in *Center for Biological Diversity v. U.S. Fish and Wildlife Services*, No. 1:25-cv-710-DCN, 2026 WL 810003 (D. Idaho Mar. 24, 2026), the plaintiffs challenged a U.S. Army Corps of Engineers permit issued under the Clean Water Act. *Id.* at *1. The plaintiffs alleged that the permittee had conducted construction activities in a manner that was not consistent with the permit, and they argued that the agency was required to prepare a supplemental EA. *Id.* at *4. The court rejected that argument on the basis that there was no major federal action left to occur, stating, "neither party has identified a case where an ongoing major Federal action was found based solely on the fact an agency previously issued a permit, and the permitted action is ongoing." *Id.* at *11. The court further explained that, "[o]nce the Corps issues a permit, the nature of the Corps' responsibilities typically changes from determining what is best for the environment in a broad sense to determining how best to exact compliance with the permit's conditions." *Id.* But such ongoing enforcement activities are not, themselves, major federal actions, and therefore "the Corps' NEPA obligations terminated on issuance of the Permit." *Id.*

Likewise, *Center for Biological Diversity v. Salazar*, 791 F .Supp. 2d 687 (D. Ariz. 2011) involved the BLM's approval of a uranium mine near Blanding, Utah. *Id.* at 690. As explained

in the court's prior preliminary injunction ruling, over the life of the mine (and a change in ownership) BLM "continue[d] to monitor the environmental impacts of the . . . mine" and imposed new requirements. *Ctr. for Biological Diversity v. Salazar*, No. CV-09-8207C, 2010 WL 2493988, at *1,6 (D. Ariz. June 17, 2010), *aff'd*, 431 F. App'x 593 (9th Cir. 2011). Plaintiff argued that BLM's ongoing monitoring and oversight of the mine required the agency to prepare a supplemental NEPA analysis. *Salazar*, 791 F. Supp. 2d at 696-97. The court disagreed, ruling that "BLM's obligation to monitor compliance with statutory and regulatory requirements" was not an ongoing major federal action. *Id.* at 697 (quoting *Sierra Club v. Penfold*, 857 F.2d 1307, 1312–13 (9th Cir.1988)). Further, the court stated, "[t]he fact that BLM continues to monitor the Arizona 1 mine to ensure compliance with relevant laws does not require NEPA supplementation." *Id.* at 698 (citing *SUWA*, 542 U.S. at 68); *see also Karuk Tribe of Cal. v. U.S. Forest Serv.*, 379 F.Supp.2d 1071, 1099 (N.D. Cal. 2005) ("If there is no 'major federal action,' that is the end of the inquiry; the agency need not prepare an EIS or EA."); *Envtl. Prot. Info. Ctr. v. U.S. Fish and Wildlife Serv.*, No. C 04-4647 CRB, 2005 WL 3877605, at *2 (N.D. Cal. Apr. 22, 2005) ("In 1999 the government issued Pacific Lumber its incidental take permit. There is no other ongoing major federal action; accordingly, NEPA does not apply.").

The same principle applies in this case. BLM's approval decision-making process has been completed, and Plaintiffs identify no remaining discretionary federal approval process requiring supplemental NEPA review. To the extent Plaintiffs contend that operators are felling hardwoods beyond what is allowed by BLM's decisions, that raises an enforcement issue rather than a NEPA issue. And BLM has no obligation to conduct additional NEPA analysis for monitoring and enforcement activities. *See*, *e.g.*, *Cold Mountain*, 375 F.3d at 894.

Nor would it serve the purpose of NEPA to require additional NEPA analysis merely because disputes arise regarding the way that BLM is implementing a project. BLM's decision-making process is complete, and further NEPA analysis can no longer aid in that process. Further, the practical effect of adopting plaintiffs' NEPA argument would be that isolated disputes regarding implementation of timber sales or the removal of individual trees removal would require supplemental NEPA review. Agencies would face repeated reopening of completed environmental analyses if routine contract administration disagreements arising during implementation. NEPA does not require agencies to suspend ongoing projects and prepare supplemental analysis whenever a plaintiff alleges that timber sales are being conducted in a way that deviates from the contract.

b. Even If the Court Finds that There Is Major Federal Action Left to Occur, there Has Been No Significant Change to the Design of the Project that Would Require Additional NEPA Analysis

Even if the Court disagrees that there is no major federal action left to occur, BLM still is not obligated to prepare a supplemental NEPA analysis. A duty to supplement is triggered when "new information is sufficient to show that the remaining action will 'affect the quality of the human environment' in a significant manner or to a significant extent not already considered." *Marsh v. Or. Nat. Res. Council*, 490 U.S. 360, 374 (1989) (quoting 42 U.S.C. § 4332(2)(C) (citation modified)); *see also Earth Island Inst. v. U.S. Forest Serv.*, 87 F.4th 1054, 1069 (9th Cir. 2023).[5] No supplemental NEPA analysis is required here because Plaintiffs have not

[5] The standard that Plaintiffs would have the court apply is not accurate. *See* Pls.' Mem. at 18. Plaintiffs urge the court to apply *Russell Country Sportsmen v. U.S. Forest Service*, 668 F.3d 1037 (9th Cir. 2011), which involved the question of whether a supplemental EIS was required due to the fact that the agency's final EIS contained alternatives that were different from the draft EIS. *Id.* at 1044-45. In that scenario, an agency need not prepare a supplemental draft EIS if the range of alternatives in the final EIS is "qualitatively within the spectrum of alternatives that

demonstrated that the timber sales are being carried out in a manner that is substantially different from actions that were analyzed in the EA.

Plaintiffs claim that there has been a significant change in the project and its impacts because BLM is allowing the large-scale removal of hardwoods. Pls.' Mem. at 19. But Plaintiffs' allegations are either unsupported or based on anecdotal evidence that does not demonstrate large scale removal. For example, while Plaintiffs cite the Ruediger Declaration for the proposition that "an estimated 80% of the trees" were removed, the declaration provides no foundation for that estimate. *See* Ruediger Decl. ¶ 63. Meanwhile, Ms. Brown, who has overseen the implementation of the Apple Saws and Holcomb Hollow timber sales, found no evidence of hardwoods being removed at that level. Brown Decl. ¶¶ 15-16. Based on her observations, the removal of hardwoods, as necessary for safety or operational purposes, is consistent with the design of the project, and she provides photographic evidence of areas that have been appropriately harvested. *Id.* ¶¶ 16-17. Plaintiffs' anecdotal observations and photographs do not establish that implementation has altered treatment-unit stand conditions beyond those analyzed in the EA.

Plaintiffs also argue that the presence of logging trucks loaded with hardwoods demonstrates that large scale hardwood removal is occurring and that the hardwood is being sold commercially. Pls.' Mem. at 19. But as Ms. Brown explains, "Observations of trucks or transported material do not establish that hardwood removal is being driven by commercial incentives or occurring outside the scope of authorized operations." Brown Decl. ¶ 23. The removal of some hardwoods for safety or operational reasons is a normal part of timber harvest

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were discussed in the draft EIS." *Id.* (citation omitted and modified). But that is a different scenario from the one presented here, namely, a situation where the agency has already completed its NEPA process and issued a decision.

contract implementation. *Id.*; *see also id.* ¶¶ 11-13. Contrary to Plaintiffs' suggestions, it is not profitable for the timber sale purchasers to cut and remove hardwoods because the mills do not accept them for saw logs. *Id.* ¶ 23. Instead, contractors generally dispose of the hardwoods, including by selling the wood to locals for firewood. *Id.* Thus, there is no financial incentive for contractors to cut and remove excess hardwoods. *Id.*

While Plaintiffs show some instances of hardwood removal, they fail to demonstrate that the timber harvests are being carried out in a manner that is so inconsistent with BLM's decisions authorizing the sales that it amounts to a *significant* change in the project or its potential impacts. *Earth Island Inst.*, 87 F.4th at 1069. The project that was analyzed in the EA includes the removal of hardwoods greater than 8 inches in diameter where such removal is "necessary for safety or operational purposes." EA at 222 (BLM.SOS_001682). There has been no change to the project design, and contrary to Plaintiffs' arguments, the contractors are generally complying with the terms of their contracts, and hardwood trees are not being removed on a massive scale. Brown Decl. ¶¶ 14-17, 34. Thus, there has been no significant change to the project or its environmental impacts, and therefore no supplementation is required.

This case is similar in many respects to *Karuk Tribe v. Kelley*, No. C 10-2039, 2011 WL 2444668 (N.D. Cal. June 13, 2011). In that case, environmental groups brought suit challenging a fuel reduction project, claiming that the Forest Service violated NEPA. *Id.* at 1, 4. Among other things, they claimed that the implementation of the project had exceeded the intended scope by removing excess hardwoods. *Id.* at *6. As here, the plaintiffs argued that timber contractors were removing excess hardwoods so that the timber could be sold for profit. *Id.* They also claimed that contractors should have used different techniques to avoid felling hardwoods. *Id.* The court rejected these arguments, finding that the plaintiffs had not

"establish[ed] that the actual project implementation [had or would] exceed the hardwood loss analyzed in the [EIS for the project]. *Id.* Likewise, in this case, Plaintiffs conclusory allegations and anecdotal evidence are insufficient to establish that BLM has allowed the contractors to exceed provisions of their contracts and thus the scope of the EA.

2. Plaintiffs' Alternative Argument that BLM Authorized the Large Scale Removal of Hardwoods Has No Basis in Fact

Plaintiffs next argue that "if BLM considered this [large scale] level of hardwood removal to be a part of the project, it was required to analyze and take a 'hard look' at the effects of such removal." Pls.' Mem. at 23. The problem with this argument is the BLM never authorized a project involving the large-scale removal of hardwoods. As described in the EA, the Ashland SOS Project involves the removal of hardwoods "where felling is necessary for safety or operational reasons." EA at 11 (BLM.SOS_001471); *see also* EA at 222 (BLM.SOS_001682). Each of the decision records authorizes a timber sale that fits the parameters of alternative 2 in the EA. *See* Holcomb Hollow DR at 1, 5; Chopper Styx DR at 1, 5; Apple Saws DR at 1, 5; Thom Bone DR at 1, 5. The contracts that BLM has entered into are consistent with the EA and decision records. *See* Apple Saws Prospectus, Special Provisions, at 1 (Section 43(F)), BLM.SOS_001265 ("Reserve all cedar, pine, hardwoods, and Pacific yew in all units shown on Exhibit A, except where felling is necessary for safety or operational reasons."); Holcomb Hollow Prospectus, Special Provisions, at 1, BLM.SOS_001048 (same). Indeed, Plaintiffs recognize, *see* Pls.' Mem. at 24, that in response to their concerns about hardwood removal, BLM informed them that "[t]he Ashland SOS Project proposes to retain health living trees, leave snags in proposed units, and promote hardwoods species." Holcomb Hollow DR at 25, BLM.SOS_001820. Thus, BLM has not authorized the removal of hardwoods beyond what is described in the EA. Since Plaintiffs' alternative NEPA claim is based entirely

on the mistaken assumption that BLM authorized a project allowing such large scale removal of hardwoods, the claim should be rejected.

Because Plaintiffs have failed to demonstrate a likelihood of success on the merits, the Court may deny Plaintiffs' motion on the basis alone. *Edge v. City of Everett*, 929 F.3d 657, 663 (9th Cir. 2019) ("Likelihood of success on the merits is the most important factor; if a movant fails to meet this threshold inquiry, we need not consider the other factors."). Nevertheless, as discussed below, the remaining factors also weigh against an injunction, beginning with Plaintiffs' lack of demonstrated irreparable harm.

B. Plaintiffs Have Failed to Demonstrate that they Will Suffer Irreparable Harm in the Absence of a Preliminary Injunction

Plaintiffs fail to carry their burden of demonstrating that they are likely to suffer irreparable harm in the absence of preliminary injunctive relief. *Winter,* 555 U.S. at 22. Injunctive relief does not follow as a matter of course merely because a plaintiff alleges harm to the environment. *See Amoco Prod. Co. v. Vill. of Gambell*, 480 U.S. 531, 544-45 (1987); *Cottonwood Envtl. Law Ctr. v. U.S. Forest Serv.*, 789 F.3d 1075, 1090-91 (9th Cir. 2015). "[I]njunctive relief is not automatic, and there is no rule requiring automatic issuance of a blanket injunction when a violation [of NEPA] is found." *N. Cheyenne Tribe v. Norton*, 503 F.3d 836, 843 (9th Cir. 2007). And "[s]peculative injury does not constitute irreparable injury sufficient to warrant granting a preliminary injunction." *Caribbean Marine Servs. Co. v. Baldrige*, 844 F.2d 668, 674 (9th Cir. 1988). Plaintiffs fail to demonstrate that the continued implementation of the Ashland SOS Project will cause irreparable harm to their interests in the environment.

As a preliminary matter, Plaintiffs' delay in seeking preliminary injunctive relief undermines their claims of irreparable injury. A long delay "implies a lack of urgency and

irreparable harm." *Oakland Trib., Inc. v. Chron. Publ'g Co.*, 762 F.2d 1374, 1377 (9th Cir. 1985); *see also Garcia v. Google, Inc.*, 786 F.3d 733, 746 (9th Cir. 2015) ("[Waiting] months to seek an injunction . . . undercut [the plaintiff's] claim of irreparable harm."). "[N]umerous courts have considered a delay to weigh against finding imminent irreparable harm." *Helena Hunters & Anglers Ass'n v. Marten*, No. 19-cv-47, 2019 WL 5069002, at *2 (D. Mont. Oct. 9, 2019). A monthslong delay undercuts claims of irreparable injury. *Id.* at *2 (finding five-months "a significant delay in the life of a timber sale operation")*; Friends of Bitterroot v. Marten*, No. CV 20-19-M-DLC, 2020 WL 2062139, at *2 (D. Mont. Apr. 29, 2020) (the plaintiff's claim of irreparable harm was undermined by a "four-month delay in filing suit and additional seven-week delay in seeking an injunction"). BLM approved the Ashland SOS Project and issued the first three decision records last September, five months before Plaintiffs brough suit in early March, *see* Compl., Dkt. No. 1, and six and a half months before Plaintiffs filed their preliminary injunction motion on April 22, 2026. *See* Pls.' Mem. This delay alone substantially undermines Plaintiffs' claims that their interests are being, or will be, irreparably harmed by the Ashland SOS Project.

Aside from the delay, Plaintiffs have not shown how their interests will be irreparably harmed by their claim that BLM is allowing the harvesting of excess hardwoods (the only merits issue raised in the preliminary injunction motion). Plaintiffs cite several declarations, *see* Pls.' Mem. at 25-26, but none of the declarations demonstrate that the declarants, and by association the Plaintiff environmental groups, will suffer irreparable harm. Four of the declarants allege that they live near the site of the project and therefore will be affected by it. *See* Decl. of Shelley McMillan ¶ 9, Dkt. No. 12; Decl. of Martin Paule ¶ 5, Dkt. No. 13; Decl. of David Pearce ¶ 4, Dkt. No. 14; Decl. of Kirsten Shockey ¶ 10, Dkt. No. 15. The declarations contain some mention

of hardwoods, *see*, *e.g.*, McMillen Decl. ¶ 11 (alleging extensive removal of hardwood trees), but they do not explain how the removal of hardwoods irreparably harms their interests. Instead, they assert generally that they are opposed to it. *See*, *e.g.*, Pierce Decl. ¶ 10 (stating that the alleged "hardwood removal was particularly troubling"). But the mere fact that logging is occurring near the declarants' properties does not establish irreparable harm. *Friends of the Wild Swan v. Weber*, 955 F. Supp. 2d 1191, 1195 (D. Mont. 2013), *aff'd*, 767 F.3d 936 (9th Cir. 2014) ("[T]imber cutting is not inherently damaging to forests and irreparable harm does not automatically arise from all environmental impacts caused by logging.").

Nor has Mr. Ruediger established irreparable harm to his interests in the environment. He asserts that his aesthetic and recreational interests will be harmed in the absence of an injunction, *see* Ruediger Decl. ¶¶ 24-26, 91,[6] but he does not tie his alleged irreparable harm to the alleged removal of hardwoods. Such generic allegations are insufficient to demonstrate irreparable injury. *See Friends of the Wild Swan*, 632 F.3d at 1135 (rejecting argument that alleged harm to recreational interests rose to the level of irreparable harm); *Friends of Bitterroot v. Marten*, 2020 WL 2062139, at *2 (general allegations of harm to aesthetic and recreational interests were insufficient to establish irreparable harm).

Plaintiffs also vaguely assert that the removal of hardwoods will harm "the wildlife that utilize them." Pls. Mem. at 26; *see also* Ruediger Decl. ¶ 63. Plaintiffs, however, have provided no evidence of harm to particular species or their habitat. Although their complaint alleges harm

[6] The Court should ignore Mr. Ruediger's opinions as to whether the project will be effective in increasing the resilience of the forest and reducing fire risk. *See* Ruediger Decl. ¶¶ 34-44. Plaintiffs have not shown that Mr. Ruediger has the requisite expertise to offer such opinions, and in any event, the Court should defer to BLM's expertise in managing the forests within its jurisdiction. *Ctr. for Biological Diversity v. Zinke*, 900 F.3d 1053, 1067 (9th Cir. 2018) ("Agency decisions deserve the highest deference when the agency is making predictions, within its area of special expertise.") (citation modified).

to northern spotted owl and the Siskiyou Mountain Salamander, *see* Compl. ¶¶ 52-76, they did not raise those issues in their preliminary injunction motion. In addition, in order to obtain an injunction based on harm to a species, Plaintiffs would have to demonstrate that the action they are seeking to enjoin would cause significant population-level effects to that species. *See Humane Soc'y of the U.S. v. Gutierrez*, 523 F.3d 990, 991 (9th Cir. 2008) (killing of .3 to 4.4% of protected salmon did not warrant injunctive relief); *Idaho Rivers United v. U.S. Army Corps of Eng'rs*, 156 F. Supp. 3d 1252, 1263 (W.D. Wash. 2015) ("Courts that have found irreparable harm stemming from the deaths of a small number of individual animals have done so when the loss of those individuals would be significant for the species as a whole.") (citation modified); *Nw. Envtl. Def. Ctr. v. U.S. Army Corps of Eng'rs*, 817 F. Supp. 2d 1290, 1315 (D. Or. 2011) (denying injunctive relief where the plaintiffs failed to show that the challenged plan would "harm the species as a whole"). Therefore, Plaintiffs' conclusory allegations of harm to wildlife habitat are insufficient to demonstrate irreparable harm.

Plaintiffs' claims of irreparable harm also misrepresent the nature of the Ashland SOS Project. Plaintiffs argue that, "[o]nce the hardwood trees, including mature madrones, are cut and removed, the harm is long-lasting if not permanent." Pls.' Mem. at 26. But that is not what the Ashland SOS Project authorized, and it is not what is occurring. See Brown Decl. ¶¶ 14-18. The project is designed to remove dead and dying conifers in order to increase the resilience of the forest and reduce fire risk. *See* EA at 1-6, BLM.SOS_001461-66. The decision records authorize, not clearcutting, but "commercial salvage harvest and roadside hazard-tree operations consistent with the [Ashland] SOS EA." Holcomb Hollow DR at 1, BLM.SOS_001796. The continued removal of dead and dying conifers according to the specifications of BLM's decision records and the sale contracts will not irreparably harm Plaintiffs' interests. *See Marten*, 2019

WL 5069002, at *4 ("[B]ecause the project primarily targets dead or dying trees, the irreparable harm asserted in this case—that 'once logging and burning occurs, the Forest Service cannot put the trees back on the stumps or unburn the trees'—is not overly compelling.").

Finally, mere allegations of NEPA violations, without some actual harm to Plaintiffs' interests, do not demonstrate irreparable harm. *Cottonwood Envtl. L. Ctr.*, 789 F.3d at 1091 ("We must therefore conclude that there is no presumption of irreparable injury where there has been a procedural violation in ESA cases."); *N. Cheyenne Tribe*, 503 F.3d at 843 ("[I]njunctive relief is not automatic, and there is no rule requiring automatic issuance of a blanket injunction when a violation is found."); *Save Our Sonoran, Inc. v. Flowers*, 408 F.3d 1113, 1124 (9th Cir. 2005) ("[T]here is no presumption of irreparable harm in procedural violations of environmental statutes."). Moreover, as described above, Plaintiffs have not demonstrated that BLM violated any NEPA procedures. *See* section II.A., *supra*. They argue that BLM should perform additional NEPA analysis based on how they believe the project is being implemented, but they have not identified any major federal action that BLM has left to take. Therefore, there is no decision left for BLM to make about the Ashland SOS Project, and therefore Plaintiffs' claims of procedural injury are meritless.

C. Plaintiffs Have Failed to Demonstrate that the Balance of the Harms and the Public Interest Weigh in Favor of Injunctive Relief

Plaintiff fails to show that the balance of equities or public interest favors an injunction, let alone that the equities tip "sharply" in its favor. *Cottrell*, 632 F.3d at 1132; *Winter*, 555 U.S. at 20. When the government is a party, the analyses of the public interest and balance of equities merge. *Drakes Bay Oyster Co. v. Jewell*, 747 F.3d 1073, 1092 (9th Cir. 2014). Injunctive relief turns on the public interest writ large, not the plaintiff's particular preferences, even when its concerns are environmental. *Lands Council v. McNair*, 537 F.3d 981, 1005 (9th Cir. 2008)

(declining "to adopt a rule that *any* potential environmental injury *automatically* merits an injunction"). Here, these factors weigh against preliminary injunctive relief.

First, the Ashland SOS Project is necessary to reduce fire risk near populated areas. EA at 1-6. As explained in the EA, "Southwest Oregon is experiencing an unprecedented amount of dead and dying conifers," and this presents a hazard to communities in Oregon from falling trees and a potential "increase in the likelihood of severe, stand-replacing wildfire and loss of life and property due to the presence of hazard trees and elevated fuel leading on the landscape." EA at 2-3. The Ashland SOS Project is necessary to address these risks. *Id.* at 6-8. Enjoining the project at this stage would leave some of the work incomplete, thus potentially increasing the risk of fire. Brown Decl. ¶ 27. This weighs heavily against an injunction. *See McNair*, 537 F.3d at 1005 (considering the potential of a timber project to "decrease the risk of catastrophic fire" in upholding the denial of a preliminary injunction); *Wildwest Inst. v. Bull*, 472 F.3d 587, 592 (9th Cir. 2006) (upholding the denial of a preliminary injunction where the district court concluded that the challenged timber sale project would help alleviate "the possibility of a severe wildfire in the area, and the inherent danger to human life" from such fires).

Second, the project must be implemented soon while some of the timber from dead or dying conifers is still merchantable. Brown Decl. ¶ 28. The project is designed to pass along the costs of removing dead and dying trees to timber contracts while the timber still has some value. EA at 4-5. Enjoining the project would delay the removal of dead and dying trees, causing the timber to lose its value over time. Brown Decl. ¶¶ 28, 29. "Because BLM relies on timber sale implementation to carry out these treatments, such delays would . . . result in increased accumulation of dead and dying material within affected treatment units, altered fuel profiles, and reduced effectiveness of the Project's intended fuel reduction and restoration objectives." *Id.*

¶ 28. Moreover, because the timber operations must take place during the operating season, an injunction likely would cause the cancellation of all further work in 2026. *Id.* ¶ 29. An injunction of the ongoing projects would also cause a loss of revenue to the federal government, as well as local communities. *Id.* ¶ 30. These factors support denial of the preliminary injunction. *See Klamath Forest All. v. Jones*, No. 2:25-CV-3424-DMC, 2025 WL 3640859, at *13-14 (E.D. Cal. Dec. 15, 2025) (the balance of the equities weighed against enjoining a timber sale where the sale was designed to cut a limited amount of trees to reduce fire risk, and the work could only be performed during a certain time).

Third, enjoining the project would also inhibit BLM's ability to meet objectives under the 2016 Southwest Oregon Resource Management Plan ("RMP"). The 2016 RMP contains goals and objectives regarding forest management, fuels reduction, habitat conservation, and sustainable timber production. Brown Decl. ¶ 31. The Ashland SOS Project is designed to meet those goals. A preliminary injunction would interfere with BLM's ability to carry out the balanced approach to forest management required by the RMP, "delaying hazard reduction treatments, and undermine public safety and forest resilience objectives." *Id.* A delay in allowing the project to continue "would allow continued deterioration of timber and stand conditions and foreclose the opportunity to implement treatments within the limited operating window for which they were designed." *Id.*

Finally, an injunction would have substantial impacts on the contractors who are carrying out the Ashland SOS Project and the workers they employ. Brown Decl. ¶ 32, 33. A preliminary injunction would "immediately suspend operations, strand investment capital, disrupt subcontractors and local businesses, and likely result in layoffs and unrecoverable financial losses. *Id.* ¶ 32. Estremado Logging, Inc., the contractor for the Apple Saws timber sale, has

submitted a letter to BLM explaining that it purchased the sale for $953,411 and has spent significant funds purchasing equipment and hiring workers. Brown Decl. Ex. 1 at 1-2. An injunction would have "immediate and severe" consequences for Estremado, including idled equipment, employee layoffs, and disrupted contracts." *Id.* at 2. Estremado asserts that "[m]any of the losses would not be recoverable even if operations were later allowed to resume." *Id.* Parker Excavation and Forestry, the contractor for the Holcomb Hollow timber sale, submitted a similar letter, stating that "a preliminary injunction would result in the immediate suspension of all operations, creating severe financial harm." Brown Decl. Ex. 2 at 1. Other individuals and groups also have submitted letters to BLM in favor of allowing the project to continue. *See* BLM.SOS_000018-26, 000033-34, 000357-59, 000362-65. The benefits to the local economy, as well as the overall beneficial nature of the project, weigh in favor of denying the injunction. *See McNair*, 537 F.3d at 1005 (considering "the public's interest in aiding the struggling local economy and preventing job loss" in upholding the denial of a preliminary injunction of multiple timber sales); *Friends of the Wild Swan v. Christiansen*, 955 F. Supp. 2d 1197, 1203 (D. Mont. 2013) (finding that benefit to the local timber economy supported the public interest).

II. The Relief Plaintiffs Seek is Overly Broad

Even if injunctive relief were warranted, it should be narrowly tailored to address only the specific injuries and legal violations found by the Court. *Los Angeles Press Club v. Noem*, 171 F.4th 1179, 1190 (9th Cir. 2026) ("Although district courts have considerable discretion in fashioning suitable relief and defining the terms of an injunction, such relief must be tailored to remedy the specific harm alleged.") (citation modified); *Friends of the Earth v. Laidlaw Envtl. Servs.*, 528 U.S. 167, 193 (2000) (noting that injunctive relief should be "no broader than

required by the precise facts"). Here, the injunction that Plaintiffs seek would effectively enjoin the entire project and therefore is overly broad.

Plaintiffs ask the Court to "enjoin BLM from proceeding with any logging that results in the felling and removal of hardwoods until a decision issues on the merits." *Id.* at 30-31. They seek this relief despite the fact that the analysis in the EA expressly encompasses the removal of hardwoods up to 8 inches in diameter for any purpose and the removal of hardwoods for safety or operational reasons. EA at 11, 222, BLM.SOS_001471, 001682. Further, the contracts also expressly allow the removal of hardwoods for safety or operational reasons. *See*, *e.g.*, Apple Saws Prospectus, Special Provisions, at 1, BLM.SOS_001265. Logging is inherently dangerous, and contractors must have the ability to remove hardwoods or other trees as necessary for safety or operational reasons. Brown Decl. ¶ 31. Therefore, the Plaintiffs are effectively asking the Court to enjoin the entire project based on their subjective belief that hardwood trees 8 inches in diameter or greater are being removed for reasons other than safety or operational requirements. The requested injunction is overly broad and should be denied.

III. Plaintiffs Should be Required to Post a Bond

"The court may issue a preliminary injunction or a temporary restraining order only if the movant gives security in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained." Fed. R. Civ. P. 65(c). Although a nominal bond may be appropriate in public interest cases, "each case is fact-specific" and "[s]o long as a district court does not set such a high bond that it serves to thwart citizen actions, it does not abuse its discretion." *Save Our Sonoran, Inc. v. Flowers*, 408 F.3d 1113, 1126 (9th Cir. 2005); *see also Save the Park and Build the School v. Nat'l Park Serv.*, No. 3:20-cv-1080-LAB-AHG, 2020 WL 4260801, at *7 (S.D. Cal., July 24,

2020) (ordering plaintiff to show cause why the Court should not set a bond of $20,000); *Klamath-Siskiyou Wildlands Ctr. v. Heywood*, No. 2:09-cv-02252-JAM-GGH (E.D. Cal. Aug. 28, 2009) (Dkt. No. 40) (requiring a bond to support a temporary restraining order); *Sierra Club v. Bosworth*, 3:05-cv-397-CRB (N.D. Cal. Aug. 10, 2005), Dkt. No. 62) (directing plaintiffs to post a $5,000 bond).

In this case the Court should require that Plaintiffs post an appropriate bond. In addition to the continuing wildfire and public-safety risks associated with delaying implementation of the Project, an injunction would impose substantial financial harms. Based on current production rates and contract information, BLM estimates that delaying ongoing operations for six months could result in approximately $159,000 in timber value deterioration from sap rot, checking, drying, and related degradation of timber products, in addition to delaying substantial timber receipts associated with ongoing sales. *See* Brown Decl. ¶ 33. These estimates do not include additional operational inefficiencies, contractor disruptions, or the economic impacts associated with loss of seasonal operating windows. If the Court grants injunctive relief, it should impose a meaningful bond to partially offset the financial harms associated with project delay.

CONCLUSION

For the foregoing reasons, Plaintiffs' Motion for a Preliminary Injunction should be denied.

Respectfully submitted this 13th day of May 2026,

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