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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

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CARTER RESERVOIR MUSTANGS, INC.,
et al.,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF
INTERIOR, et al.,

Defendants.

No. 2:25-cv-3252 WBS DMC

MEMORANDUM AND ORDER RE:
MOTION FOR PRELIMINARY
INJUNCTION

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This case involves claims brought pursuant to several federal statutes challenging Bureau of Land Management ("BLM") decisions regarding the relocation of wild horses. (See First Am. Compl. ("FAC") (Docket No. 12).) Plaintiffs now move for preliminary injunctive relief on the ten claims they raise in the FAC. (Docket No. 22.) Specifically, they seek to temporarily halt a scheduled removal of so-called excess wild horses in Northeastern California. (Id. at 10.)

1 I. Background

2 Plaintiffs primarily challenge BLM's 2025 Gather Plan
3 and its scheduled execution. The 2025 Gather Plan authorizes the
4 "gather and removal" of wild horses in three locations, called
5 Herd Management Areas ("HMAs"): the Carter Reservoir HMA, the
6 Buckhorn HMA, and the Coppersmith HMA.¹ (FAC at 24.) BLM
7 arrived at this plan by relying upon "Appropriate Management
8 Levels" ("AMLs") for wild horses. (Id.) An AML is the
9 population of wild horses that a given area of land can sustain.
10 (Id.) The relied-upon AMLs have their own histories: They were
11 "set, modified, or reaffirmed" through the "1981 Cowhead/Massacre
12 Land Use Plan MFP,² 1985/1989 Carter Reservoir HMA Herd
13 Management Area Plan, 2003 Carter Reservoir AML
14 Establishment/Capture Plan, . . . 2008 Surprise Resource
15 Management Plan," the 1984 Coppersmith Herd Management Area Plan,
16 and the 1984 Buckhorn Herd Management Area Plan, many of which
17 plaintiffs also challenge. (Id. at 24–25, 31–32.)

18 a. The Carter Reservoir HMA

19 The Cowhead/Massacre Land Use Plan, which BLM adopted
20 in 1981, addressed 769,000 acres of public land and established
21 the Carter Reservoir HMA. (Id. at 25–26.) In establishing the
22 Carter Reservoir HMA as part of this plan, BLM stated that
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24 ¹ The FAC contains a veritable herd of acronyms scattered
25 throughout its body. The court – which is not a subject-matter
26 expert in agency action regarding the management of wild horses –
– finds these acronyms challenging to wrangle.

27 ² An "MFP" is defined in the instant motion as a Management
28 Framework Plan. (Docket No. 22 at 11.)

1 "40,000 acres would be provided for a total population of 20 to
2 30 horses," with 300 Animal Unit Months ("AUMs") of forage. (Id.
3 at 26.) An AUM is defined by BLM as "the amount of forage
4 necessary to sustain one adult horse . . . for one month." (Id.
5 at 12.) Plaintiffs allege that the AML of 20 to 30 horses was
6 "not based on evidence, analysis or appropriate studies" and
7 "improperly limited" to the "geographic area" of 40,000 acres.
8 (Id.) They further allege that, in selecting the boundaries for
9 the Carter Reservoir HMA, BLM failed to "take into account water
10 resources needed to sustain a viable horse population." (Id. at
11 27.)

12 In 1985, BLM adopted a HMAP for the Carter Reservoir
13 HMA, specifically. (Id.) Pursuant to this plan, BLM reduced the
14 acreage of the Carter Reservoir HMA from 40,000 to 23,200
15 "without any analysis, rationale, or discussion." (Id.) BLM did
16 not, however, alter its 1981 AML of 20 to 30 horses in its 1985
17 HMAP. (Id.) Nor did it explain why. (See id. at 27–28.)

18 BLM revised some provisions of the Carter Reservoir
19 HMAP in 1989 but did not modify the Carter Reservoir HMA's
20 boundaries or AML. (Id. at 28.) In 2003, BLM adopted the
21 "Carter Reservoir AML Establishment/Capture Plan," which
22 increased the AML for the Carter Reservoir HMA from 20 to 30 wild
23 horses to 25 to 35 wild horses. (Id.) Plaintiffs allege that,
24 in arriving at this increased AML in 2003, BLM failed to
25 "consider habitat suitability," namely, the lack of available
26 vegetation and water for the wild horses during the winter
27 months. (See id. at 28–29.)
28

1 Five years later, BLM adopted the 2008 Surprise
2 Resource Management Plan. (Id. at 30.) This plan did not alter
3 the 2003 AML for wild horses in the Carter Reservoir HMA, nor did
4 it analyze whether the Carter Reservoir was a suitable habitat
5 for wild horses, and, if not, whether the HMA should have been
6 enlarged or altered. (See id.)

7 b. The Coppersmith and Buckhorn HMAs

8 In 1979, BLM adopted the Tuledad/Home Camp Management
9 Framework Plan, which established an AML of 80 to 100 horses for
10 the Tuledad HMA. (Id. at 30.) BLM established this AML by,
11 among other things, considering available land and forage. (See
12 id.)

13 Four years later, the Tuledad HMA was divided into the
14 Coppersmith HMA and Buckhorn HMA. (Id.) After meeting with
15 interested individuals, BLM and those individuals informally
16 agreed that an AML of 50 to 75 horses would be appropriate for
17 the Coppersmith HMA and the Buckhorn HMA, each. (See id.)

18 In 1984, BLM adopted a HMAP for the Coppersmith HMA
19 that affirmed, but did not re-evaluate, the AML of 50 to 75
20 horses informally agreed to the previous year. (See id. at 31)
21 BLM did the same in creating a HMAP for the Buckhorn HMA. (See
22 id.)

23 c. The 2025 Gather Plan

24 Last year, BLM adopted the Carter Reservoir, Buckhorn,
25 and Coppersmith Wild Horse Gather and Population Control Plan,
26 known as the 2025 Gather Plan. (Id.) The 2025 Gather Plan
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1 provides for the "gather and removal of" hundreds of "excess wild
2 horses" in the previously-described HMAs. (See id. at 24.)

3
4 According to plaintiffs, this plan did not involve the
5 adjustment or re-calculation of the above-described AMLs. (See
6 id. at 32.) Rather, the 2025 Gather Plan contained a
7 "determination that an overpopulation [of wild horses] exists in
8 the Carter Reservoir, Buckhorn, and Coppersmith HMAs," the
9 corresponding AMLs for which plaintiffs allege were "not based on
10 appropriate evidence, studies, and analysis; and/or were based on
11 acreage different from that addressed in earlier land use plans
12 and decisions." (Id.) Plaintiffs then detail the further,
13 allegedly deficient actions BLM took (or did not take) in
14 adopting the 2025 Gather Plan. (See id. at 32–33.)

15 d. Executing the 2025 Gather Plan

16 On March 13, 2026, BLM solidified its plans to
17 operationalize the 2025 Gather Plan. (See Docket No. 22 at 25.)
18 Specifically, BLM aims to gather and remove 470 wild horses from
19 the Carter Reservoir HMA, 273 wild horses from the Buckhorn HMA,
20 and 113 wild horses from the Coppersmith HMA. (Id.) These
21 gathers, which the court will refer to as the September 2026
22 Gathers, are currently scheduled to be executed between September
23 1, 2026, and September 30, 2026. (Id.)

24 Plaintiffs seek to preliminarily enjoin the September
25 2026 Gathers on the grounds that they violate the Wild Free-
26 Roaming Horses and Burros Act (WHA), 16 U.S.C. § 1332, *et seq.*;
27 the Federal Land Policy and Management Act (FLMPA), 43 U.S.C. §
28 1701 *et seq.*; the National Environmental Policy Act (NEPA), 42

1 U.S.C. § 4321 *et seq.*; and the Administrative Procedure Act
2 (APA), 5 U.S.C. § 551 *et seq.* (Docket No. 22 at 2.) Defendants
3 oppose plaintiffs' motion. (Docket No. 32.)

4 II. The Plaintiffs

5 Plaintiffs consist of (1) a nonprofit, Carter Reservoir
6 Mustangs, Inc. ("CRMI"), (2) CRMI's president and founder Darice
7 Massey, (3) another nonprofit, Wild Horse Education ("WHE"), (4)
8 WHE's president and founder Laura Leigh, and (5) Billo Michael
9 Comola. (See FAC at 2–6.)³

10 Carter Reservoir Mustangs, Inc., founded in 2015,
11 serves to "educate[] and inform[] the public about the wild
12 horses and burros in the Carter Reservoir Herd Management Area,"
13 through various media. (Id. at 2–3.) Its "mission is to provide
14 effective means for conserving the irreplaceable Carter Reservoir
15 Spanish-Iberian Mustangs for generations to come," which it
16 executes by, among other things, conducting research regarding
17 these animals, developing a conservation center to house and care
18 for them, and educating the public regarding their importance.
19 (Id. at 3.) Members and volunteers of CRMI routinely visit the
20 Carter Reservoir HMA to "view, study, and document the Carter
21 Mustangs," and intend to continue doing so for the "foreseeable
22 future on no less than an annual basis." (Id.)

23 Massey adopted her first Carter Mustang in May 2004 and
24 has since "owned, trained, or worked with at least an additional
25 eight" such Mustangs. (Id.) Since 2012, she has visited the
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27 ³ The court refers to Massey, Leigh, and Comola as the
28 "individual plaintiffs," and CRMI and WHE as the "organizational
plaintiffs."

1 Carter Reservoir HMA "approximately four to six times per year"
2 to observe the wild Carter Mustangs; she plans to continue her
3 visits at the same frequency for the foreseeable future. (Id.)
4 Indeed, because of her frequent visits, she "knows the wild
5 Mustangs in the . . . Reservoir . . . intimately by name" and has
6 "developed a strong bond with" them. (Id. at 4.) She has
7 communicated the importance of protecting these horses to BLM
8 individually and through her organization, CRMI. (See id.)

9 Wild Horse Education, as its name suggests, is
10 "dedicated to research, journalism, and public education
11 concerning the activities and operations of federal and state
12 management of the free roaming horse and wild burro populations."
13 (Id.) Like CRMI, its mission is to "protect and preserve wild
14 horses and burros" through "public education," engagement with
15 BLM, and other means. (Id.) Since WHE's inception in 2011,
16 WHE's "members and supporters" have visited the locations at
17 which BLM plans to relocate wild horses to "view, photograph, and
18 document the wild horses" there. (Id. at 5.) These individuals
19 have accordingly "developed strong emotional connections with the
20 wild horses" they have observed. (Id.)

21 Leigh has been visiting the wild horses at issue for
22 approximately fifteen years and plans to continue visiting them
23 for the foreseeable future. (Id.) Like Massey, she has also
24 communicated the importance of protecting the wild Carter
25 Mustangs to BLM both individually and through her organization,
26 WHE. (Id.)

1 Comola "routinely visits the Carter wild horses" in the
2 Carter Reservoir HMA and has "done so for many years." (Id.) He
3 "gains great satisfaction from seeing the horses and other
4 animals living peacefully in their natural environment." (Id.)
5 He also purchased a property near the Mustangs, which he began
6 renting to individuals who sought to view those Mustangs in 2023.
7 (Id.) He alleges that, if BLM is permitted to relocate the
8 Mustangs, his "ability to rent" his property "will . . . be
9 negatively impacted." (Id. at 6.) He has expressed his
10 opposition to the 2025 Gather Plan to BLM directly. (Id.)

11 III. Preliminary Injunction

12 A preliminary injunction is an "extraordinary and
13 drastic remedy" that should not be granted "unless the movant, by
14 a clear showing, carries the burden of persuasion." Mazurek v.
15 Armstrong, 520 U.S. 968, 972 (1997) (per curiam) (emphasis in
16 original). Thus, plaintiffs, as the party "seeking a
17 preliminary injunction," must "establish that [they are] likely
18 to succeed on the merits, that [they are] likely to suffer
19 irreparable harm in the absence of preliminary relief, that the
20 balance of equities tips in [their] favor, and that an injunction
21 is in the public interest." Winter v. Nat. Res. Def. Council,
22 Inc., 555 U.S. 7, 20 (2008). The last two factors "merge when
23 the Government is the opposing party." Nken v. Holder, 556 U.S.
24 418, 435 (2009).

25 "[A]s a threshold matter, [p]laintiff[s] must have
26 standing to sue." Rosenblum v. Does 1-10, 474 F. Supp. 3d 1128,
27 1132 (D. Or. 2020). The court addresses this "threshold
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1 jurisdictional [issue]" first. See Pirozzi v. Apple, Inc., 966
2 F. Supp. 2d 909, 917 (N.D. Cal. 2013).

3 IV. Article III Standing

4 "To establish constitutional standing, plaintiffs must
5 demonstrate three elements": (1) an injury-in-fact that is
6 "concrete and particularized" and "actual or imminent"; (2) a
7 causal connection, meaning the injury must be "fairly traceable"
8 to the "conduct complained of," and (3) redressability, meaning
9 that a "favorable decision" would be "likely to redress the
10 injury-in-fact." Barnum Timber Co. v. U.S. E.P.A., 633 F.3d 894,
11 897 (9th Cir. 2011) (citation modified). Plaintiffs must
12 "demonstrate standing for each claim [they] seek[] to press."
13 DaimlerChrysler Corp. v. Cuno, 547 U.S. 332, 352 (2006).

14 a. Counts Nine and Ten

15 In Counts Nine and Ten of the FAC, plaintiffs allege
16 that the 2025 Gather Plan, which BLM seeks to operationalize via
17 the currently planned September 2026 Gathers, is unlawful under
18 the WHA, NEPA, and APA. (See FAC at 43-45.) Plaintiffs have
19 standing to do so.

20 It is well-established that "the desire to use or
21 observe an animal species, even for purely esthetic purposes, is
22 undeniably a cognizable interest for purpose of standing." Lujan
23 v. Defs. of Wildlife, 504 U.S. 555, 562-63 (1992); see also In
24 Def. of Animals v. U.S. Dep't of Interior, 808 F. Supp. 2d 1254,
25 1262 (E.D. Cal. 2011) (England, J.) (finding that "diminished
26 ability to interact with, view and enjoy wild horses and burros"
27 constituted Article III injury). Each of the individual
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1 plaintiffs plainly alleges a desire to observe and document the
2 Carter Mustangs that would be trampled upon by the execution of
3 the 2025 Gather Plan. (See FAC at 3–4 (Massey), 5 (Leigh and
4 Comola), 6 (Massey, Leigh, and Comola).) Unlike the plaintiffs
5 in Lujan v. Defs. of Wildlife, the individual plaintiffs here
6 concretely assert that they plan to observe the Carter Mustangs
7 in the future. See 504 U.S. at 563–64.

8 For years, Massey has been visiting, and will continue
9 to visit, the Carter Reservoir HMA approximately four to six
10 times per year to observe and document the Carter Mustangs. (See
11 FAC at 3.) Leigh, likewise, has been visiting the Carter
12 Reservoir HMA for years to observe and document the Carter
13 Mustangs, with her last visit in 2025; she states that she plans
14 to continue her regular visits for the foreseeable future.
15 (Docket No. 16-3 at 2.) And Comola, who lives in Surprise
16 Valley, also routinely visits the nearby Carter Reservoir HMA to
17 observe the Carter Mustangs and has done so for many years; he,
18 too, plans to continue his regular visits for the foreseeable
19 future. (Docket No. 16-2 at 2.)

20 Moreover, Comola states that he owns a property in
21 “proximity to” the Carter Mustangs, and that “[p]ast and current
22 tenants” have rented this property to “view” those Mustangs.
23 (Docket No. 12 at 5–6.) He claims that, if a large number of
24 these Mustangs were to be relocated, his “ability to rent this .
25 . . property” would be “negatively impacted.” (Id.) Comola’s
26 alleged, economic injury -- a potential loss of rental income --
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1 is a "quintessential injury-in-fact." Maya v. Centex Corp., 658
2 F.3d 1060, 1069 (9th Cir. 2011).

3 As for CRMI and WHE, they have associational standing
4 based on their members' individual standing. "[A]n association
5 has standing to bring suit on behalf of its members when: (a) its
6 members would otherwise have standing to sue in their own right;
7 (b) the interests it seeks to protect are germane to the
8 organization's purpose; and (c) neither the claim asserted nor
9 the relief requested requires the participation of individual
10 members in the lawsuit." United Food & Com. Workers Union Loc.
11 751 v. Brown Grp., Inc., 517 U.S. 544, 553 (1996) (citation
12 omitted). As discussed above, the organizational plaintiffs'
13 members, here Massey and Leigh, have standing to sue in their own
14 right. See id. Next, the "interests" the organizational
15 plaintiffs "seek[] to protect" -- the observable presence and
16 well-being of Carter Mustangs -- overlap almost entirely with
17 their stated "purpose[s]." See id. Finally, plaintiffs seek
18 purely injunctive relief in the form of enjoining the
19 implementation of and vacating the 2025 Gather Plan (FAC at 45-
20 46, see Docket No. 22), the grant of which would not require the
21 participation of CRMI and WHE's individual members in this
22 lawsuit. See Warth v. Seldin, 422 U.S. 490, 515 (1975).

23 Plaintiffs' alleged injuries are also "fairly
24 traceable" to defendants' "conduct," namely, the adoption of the
25 2025 Gather Plan and its planned execution via the September 2026
26 Gatherings. See Barnum Timber Co., 633 F. 3d at 897. Indeed, it is
27 apparent that a diminished ability to observe and document the
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1 Carter Mustangs would result from a plan that expressly provides
2 for the relocation of those same Mustangs. And plaintiffs have
3 satisfied the “redressability” element of standing because a
4 “favorable decision” of this court temporarily enjoining the
5 implementation of the 2025 Gather Plan (and the relocation of
6 Carter Mustangs therein provided for via the September 2026
7 Gathers) would obviate their aesthetic injuries. See id.

8 b. The Remaining Claims (Counts One through Eight)

9 In Counts One through Eight, plaintiffs challenge the
10 1981 Cowhead/Massacre Land Use Plan, the 1985/1989 Carter
11 Reservoir HMA HMAP, the 2003 Carter Reservoir AML
12 Establishment/Capture Plan, and the 2008 Surprise Resource
13 Management Plan (the “intermediate plans”). (See generally FAC.)
14 Their theory for now seeking to vacate and set aside these
15 decades-old agency actions, separately and independently from any
16 challenge to the 2025 Gather Plan, proceeds as follows: BLM, as
17 part of these plans, unlawfully adopted AMLs that it subsequently
18 modified or affirmed, without proper re-evaluation, in the 2025
19 Gather Plan. (See id.; see also Docket Nos. 16 at 34; 33 at 14–
20 16.) As such, plaintiffs claim, “setting aside” the intermediate
21 plans will “redress” their aesthetic injuries by “obligat[ing]
22 BLM to set an AML range” that comports with governing statutory
23 requirements. (See Docket Nos. 16 at 34, 33 at 16.)

24 To the extent that the intermediate plans relate to the
25 2025 Gather Plan, plaintiffs may attack the intermediate plans as
26 components of their claims challenging the 2025 Gather Plan. But
27 vacating the intermediate plans on a standalone basis, divorced
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1 from their relation to the 2025 Gather Plan and its scheduled
2 implementation, would not redress plaintiffs' instant, aesthetic
3 injury. See Barnum Timber Co., 633 F. 3d at 897. Accordingly,
4 the court proceeds to address the Winter factors as they apply to
5 plaintiffs' claims which mount challenges to the 2025 Gather Plan
6 and its planned execution.

7 V. Preliminary Injunction Factors

8 a. Likelihood of Success on the Merits

9 Likelihood of success on the merits is "the most
10 important factor in determining whether a preliminary injunction
11 is warranted." Garcia v. County of Alameda, 150 F. 4th 1224,
12 1230 (9th Cir. 2025) (internal citations and quotation marks
13 omitted).

14 When assessing the merits of plaintiffs' claims,
15 "[b]ecause neither NEPA nor the [WHA] contain an internal
16 standard of judicial review, the [APA] governs this court's
17 review of the BLM's actions." In Def. of Animals, Dreamcatcher
18 Wild Horse & Burro Sanctuary v. U.S. Dep't of Interior, 751 F.3d
19 1054, 1061 (9th Cir. 2014). The APA requires courts to "hold
20 unlawful and set aside agency action" that is "arbitrary,
21 capricious, an abuse of discretion, or otherwise not in
22 accordance with law." 5 U.S.C. § 706(2) (A).

23 To comply with the arbitrary and capricious standard,
24 BLM "must examine the relevant data and articulate a satisfactory
25 explanation for its action including a rational connection
26 between the facts found and the choice made." Motor Vehicle
27 Manufacturers Ass'n of the United States, Inc. v. State Farm Mut.
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1 Auto. Ins. Co., 463 U.S. 29, 43 (1983). "An 'agency's action
2 must be upheld, if at all, on the basis articulated by the agency
3 itself.'" Butte Cnty., Cal. v. Hogen, 613 F.3d 190, 196 (D.C.
4 Cir. 2010) (quoting State Farm, 463 U.S. at 50).

5 i. WHA and APA

6 In their ninth claim, plaintiffs argue that the 2025
7 Gather Plan violates the WHA and APA because, among other things,
8 defendants based their "overpopulation determination on incorrect
9 assumption [sic] and arbitrarily relying on AMLs that the agency
10 knew were set only for administrative reasons and not on
11 appropriate evidence, studies, and analysis." (Docket No. 22 at
12 38.)

13 "Because of Congress' concern that wild horses were
14 vanishing from the West, it passed the WHA to protect wild horses
15 from 'capture, branding, harassment, or death' and ordered that
16 the horses were to be considered 'an integral part of the natural
17 system of the public lands.'" Kathrens v. Zinke, 323 F. Supp. 3d
18 1142, 1149 (D. Mont. 2018) (quoting 16 U.S.C. § 1331).
19 Accordingly, the WHA directs BLM to manage wild horses "in a
20 manner that is designed to achieve and maintain a thriving
21 natural ecological balance on public lands." 16 U.S.C. §§
22 1332(a), 1333(a).

23 The WHA "does not define 'appropriate management
24 level,' instead authorizing BLM to 'determine' both the AMLs and
25 how they should be achieved." Colorado Wild Horse v. Jewell, 130
26 F. Supp. 205, 213 (D.D.C. 2015) (quoting 16 U.S.C. § 1333(b)(1)).
27 But the WHA does instruct BLM to "'maintain a current inventory'
28

1 of wild horses in order to determine" those AMLs. Id. at 211
2 (quoting 16 U.S.C. § 1333(b)(1)). The WHA's inventory
3 requirement exists because "inventory is designed to help BLM
4 decide 'whether and where an overpopulation exists' and whether
5 to achieve AMLs by removing 'excess animals' or by taking some
6 other action." Id. (quoting 16 U.S.C. § 1333(b)(1)).

7
8 Plaintiffs chiefly contend that defendants'
9 overpopulation determination was based on incorrect assumptions
10 because BLM relied upon an unsupported "20% annual growth rate"
11 to estimate the "current population" of wild horses in the HMAs
12 at issue. See 16 U.S.C. § 1333(b)(1) (directing BLM to "maintain
13 a current inventory" of wild horses); Docket No. 22 at 41.
14 However, based on data provided within BLM's own 2025 Gather
15 Plan's Environmental Assessment (EA), the growth rates of horses
16 in the HMAs at issue have, over the past fifteen years, departed
17 significantly from BLM's assumed 20% growth rate and in many
18 years have in fact been negative. (See Docket Nos. 26-3 (2025
19 Gather Plan EA) at 6-9, 22 at 41-42.)

20 Defendants do not address this discrepancy in assumed
21 and actual growth rates in their opposition or the exhibits
22 attached thereto. Defendants point to a 2013 study referred to
23 in the 2025 Gather Plan EA (the "EA") in purported support of
24 their position; this study "concluded that wild horse populations
25 grow at 15-20% a year." (EA at 171.) While the study may have
26 reached that conclusion, the 270-page EA fails to address (1) the
27 actual population growth in the subject areas, and (2) given the
28 discrepancy between the growth rate cited in the study and the

1 actual growth rates, why reliance on the 2013 study is
2 appropriate here.

3 Courts are prohibited from "automatically defer[ring]
4 to an agency's conclusions, even when those conclusions are
5 scientific," so as to avoid "render[ing] judicial review
6 generally meaningless." San Luis & Delta-Mendota Water Auth. v.
7 Locke, 776 F.3d 971, 994 (9th Cir. 2014). This court's role in
8 "ensur[ing] that agency decisions are founded on a reasoned
9 evaluation of the relevant factors," id. at 995, is especially
10 relevant here, where BLM's assumed growth rate "runs counter to
11 the evidence before" it, State Farm, 463 U.S. at 43, namely, the
12 actual population growth rates of the Carter Reservoir Mustangs
13 in the HMAs at issue. Cf. Nat'l Wildlife Fed'n v. E.P.A., 286
14 F.3d 554, 565 (D.C. Cir. 2002) (courts may "reject an agency's
15 choice of a scientific model . . . when the model bears no
16 rational relationship to the characteristics of the data to which
17 it is applied").

18 Because BLM has failed to consider the actual growth
19 rates of the horse populations at issue, the court must conclude
20 that BLM has acted arbitrarily and capriciously in violation of
21 the APA, 5 U.S.C. § 706(2)(A). See Sault Ste. Marie Tribe of
22 Chippewa Indians v. Haaland, 659 F. Supp. 3d 33, 48 (D.D.C.
23 2023), aff'd, No. 23-5076, 2024 WL 3219481 (D.C. Cir. June 28,
24 2024) ("An agency acts arbitrarily under § 706(2)(A) of the APA
25 when it refuses to consider evidence bearing on the issue before
26 it or ignores evidence contradicting its position." (citation
27 modified)). That being the case, the court concludes that based
28

1 on the present record plaintiffs are likely to succeed on the
2 merits of their WHA claim. See 16 U.S.C. § 1333(b)(1).⁴

3 b. Irreparable Harm

4 "Environmental injury, by its nature, can seldom be
5 adequately remedied by money damages and is often permanent or at
6 least of long duration, *i.e.*, irreparable. If such injury is
7 sufficiently likely, therefore, the balance of harms will usually
8 favor the issuance of an injunction to protect the environment."
9 Amoco Prod. Co. v. Vill. of Gambell, AK, 480 U.S. 531, 545
10 (1987); see also Battelle Energy All., LLC v. Southfork Sec.,
11 Inc., 980 F. Supp. 2d 1211, 1220 (D. Idaho 2013) ("Harm is
12 irreparable when, as name suggests, the harm cannot be undone by
13 an award of compensatory damages."). While the Supreme Court's
14 language in Amoco "does not mean that any potential environmental
15 injury warrants an injunction," "actual and irreparable injury"
16 is sufficient to satisfy Winter's requirement of irreparable
17 harm. All. for the Wild Rockies v. Cottrell, 632 F.3d 1127, 1135
18 (9th Cir. 2011).

19 Plaintiffs offer two grounds for finding irreparable
20 harm: (1) their aesthetic interests will be significantly
21 impaired if BLM is permitted to proceed with the September 2026
22 Gathers; and (2) the September 2026 Gathers "will result in a
23 significant loss to the wild horse population numerically" and
24 "threaten[] the herds' very existence due to genetic
25

26 ⁴ As plaintiffs are likely to succeed on the merits of their
27 WHA claim, the court need not consider whether they are also
28 likely to succeed on the merits of their NEPA claim. See Los
Angeles Press Club v. Noem, 171 F.4th 1179, 1189 (9th Cir. 2026).

1 bottlenecking and associated impact to the [horses'] genetic
2 diversity." (Id.)

3 As discussed above, plaintiffs "enjoy observing,
4 photographing and generally commiserating with the [horses]" at
5 the various HMAs. Fund For Animals v. Clark, 27 F. Supp. 2d 8,
6 14 (D.D.C. 1998). Thus, it is not unreasonable for them to claim
7 that dramatically "reduc[ing]" the number of horses in those
8 areas "would have an appreciable and irreparable harm on [their]
9 interests." Fund For Animals v. Norton, 281 F. Supp. 2d 209, 221
10 (D.D.C. 2003) (discussing Clark, 27 F. Supp. 2d at 14–15).

11 While defendants argue that Clark and Norton are
12 distinguishable because the operations contemplated in those
13 cases involved the killing of animals (Docket No. 32 at 63–64),
14 the findings of irreparable harm reached in those cases did not
15 turn exclusively on that fact.⁵ See Clark, 27 F. Supp. 2d at 14
16 ("even contemplating" treatment of bison in controlled hunt
17 sufficient to establish irreparable harm); Norton, 281 F. Supp.
18 2d at 221 ("even the contemplation" of mistreatment of bison in
19 planned removal operation sufficient to establish irreparable
20 harm (emphasis in original)). The court declines to announce a
21 requirement that irreparable harm to a plaintiff's aesthetic
22 interest in animals' presence can exist only when the killing of
23

24
25 ⁵ Moreover, it is reasonable to assume that at least some
26 horses will end up being killed or seriously injured as a result
27 of the September 2026 Gathers. (See 2025 Gather Plan EA at 55–56
28 (risks of gather include, but are not limited to, fatalities,
"bruises, scrapes, or cuts," "spinal injuries or fractured
limbs," and "miscarriages" in up to "5% of . . . captured
mares").)

1 those animals is expressly contemplated. Cf. Clark, 27 F. Supp.
2 2d at 14; Norton, 281 F. Supp. 2d at 221.

3 Plaintiffs' injuries are "not compensable in money
4 damages because, while the injury threatened to . . . plaintiffs'
5 aesthetic interests would be palpable and concrete, they are not
6 ownership interests in property susceptible to monetary
7 valuation." Fund for Animals, Inc. v. Espy, 814 F. Supp. 142,
8 151 (D.D.C. 1993). Accordingly, plaintiffs have established
9 irreparable harm. See Battelle Energy All., LLC, 980 F. Supp. 2d
10 at 1220.

11 c. Balance of Equities and the Public Interest

12 "The public interest favors injunctions against
13 unlawful agency practices, and agencies have no countervailing
14 interest in perpetuating those practices." League of United
15 Latin Am. Citizens v. Exec. Off. of the President ("LULAC"), 780
16 F. Supp. 3d 135, 211 (D.D.C. 2025); see also Cath. Legal Immigr.
17 Network, Inc. v. Exec. Off. for Immigr. Rev., 513 F. Supp. 3d
18 154, 176 (D.D.C. 2021) (same). That is the case here, where, as
19 explained above, the proposed September 2026 Gathers likely
20 violate the WHA and APA.

21 Defendants argue that preliminarily enjoining the
22 September 2026 Gathers could result in, among other things, the
23 horses residing in the HMAs at issue being exposed to drought
24 conditions, and land and resource quality within the HMAs
25 declining due to "extensive trampling and trailing damage done by
26 the overpopulation of wild horses." (Docket No. 32 at 67–68.)
27 On the other hand, the public has an interest in "the meticulous
28

1 compliance with the law by public officials," Clark, 27 F. Supp.
2 at 15 (quotations omitted), that cannot be overcome by BLM's
3 post-hoc rationalizations, see LULAC, 780 F. Supp. 3d at 211.
4 The sooner BLM comes into "compliance," Clark, 27 F. Supp. at 15,
5 with the WHA and other applicable statutes, the sooner it will be
6 able to execute its planned gather.


7
8 Accordingly, the court concludes that the balance of
9 equities and public interest weigh in favor of granting
10 plaintiffs' requested injunctive relief.

11 VI. Conclusion

12 Because plaintiffs have demonstrated a likelihood of
13 success on the merits of their WHA and APA claim, that they will
14 likely suffer irreparable harm absent preliminary relief, and
15 that the balance of equities and public interest favor granting
16 injunctive relief, the court will grant plaintiffs' motion for
17 preliminary injunction. See Winter, 555 U.S. at 20.

18 IT IS THEREFORE ORDERED that, plaintiffs' motion for
19 preliminary injunction (Docket No. 22) be, and the same hereby
20 is, GRANTED. Pending further proceedings in this case,
21 defendants are hereby ENJOINED from implementing the 2025 Gather
22 Plan to remove horses in the Carter Reservoir, Buckhorn, and
23 Coppersmith Herd Management Areas.

24 Dated: July 7, 2026

25 
26 WILLIAM B. SHUBB
27 UNITED STATES DISTRICT JUDGE
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