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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION**

AMERICAN PRAIRIE FOUNDATION,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF THE
INTERIOR; DOUG BURGUM, in his official
Capacity as Secretary of the United States
Department of the Interior; UNITED STATES
BUREAU OF LAND MANAGEMENT; and
STEVAN PEARCE, in his official capacity as
Director of the United States Bureau of Land
Management,

Defendants.

Case 4:26-cv-00282-BMM

**BRIEF IN SUPPORT OF
MOTION TO
INTERVENE BY THE
MONTANA
STOCKGROWERS
ASSOCIATION, INC.
AND SOUTH PHILLIPS
COUNTY
COOPERATIVE STATE
GRAZING DISTRICT**

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COME NOW, the Montana Stockgrowers Association, Inc. (“Montana Stockgrowers”) and the South Phillips County Cooperative State Grazing District (“Grazing District”) (collectively referred to as the “Movants”), by and through their undersigned attorneys, Lawson E. Fite of Schwabe, Williamson & Wyatt, PC, and Brandon L. Jensen and Annalisa K. Miller of the Falen Law Offices, LLC, and pursuant to Fed. R. Civ. P. 24(a) hereby respectfully submits this brief in support of its motion to intervene.

INTRODUCTION

The Movants are not strangers to this controversy. They were among the parties that successfully challenged the United States Bureau of Land Management's (“BLM”) 2022 decision authorizing the Plaintiff's bison grazing proposal in Phillips County, Montana. The Movants’ appeal resulted in remand of that decision and ultimately led to issuance of the May 8, 2026 Final Decision presently under review. The Plaintiff now seeks reversal of that decision and restoration of bison grazing authorizations that directly affect the interests the Movants have worked to protect throughout these proceedings.

The Movants' members hold grazing privileges on allotments directly at issue in this case, share grazing resources with the Plaintiff, and operate ranches adjacent to lands managed by the Plaintiff. Other association members regularly visit and monitor the subject allotments, investigate grazing management concerns, and evaluate the impacts of the Plaintiff's grazing practices on grazing resources relied upon by Phillips County cattle producers. The Grazing District possesses direct institutional interests in the administration and management of the subject allotments, including interests arising from its statutory purpose, cooperative agreements with the BLM, and longstanding participation in grazing administration in Phillips County. Because the Movants had a legal right to initiate proceedings concerning the 2026 Final Decision and because their interests may be adversely affected by the relief sought in this appeal, intervention is appropriate under Fed. R. Civ. P. 24(a). The Movants therefore respectfully request leave to intervene and participate fully in these proceedings as defendants.

STATEMENT OF FACTS

The underlying facts of this matter are generally not in dispute and are contained in the administrative record to be filed by the Federal Defendants.

I. THE AMERICAN PRAIRIE FOUNDATION GRAZING PROPOSAL.

On July 28, 2022, the BLM issued its Final Decision authorizing grazing by non-production livestock owned by the Plaintiff on federal grazing allotments located generally in Phillips County (the “2022 Final Decision”). On August 26, 2022, the Movants appealed to the United States Department of the Interior’s Office of Hearings and Appeals. In December 2025, the Secretary of the Interior assumed jurisdiction over the appeal and the decision was remanded to the agency for reconsideration. On May 8, 2026, the BLM issued a Final Decision (the “2026 Final Decision”) terminating the Plaintiff’s permits “to the extent they authorize bison grazing.” On June 4, 2026, the Plaintiff appealed the 2026 Final Decision to the Office of Hearings and Appeals. On July 13, 2026, Deputy Secretary MacGregor assumed jurisdiction of the Plaintiff’s appeal. On August 4, 2026, the Plaintiff initiated this action. On August 18, 2026, the Court granted the State of

Montana's Motion to Intervene. See Doc. 17. On September 4, 2026, the Court issued an Order granting in part and denying in part the Plaintiff's Motion for Preliminary Injunction and Temporary Restraining Order. See Doc. 26. To date, the Federal Defendants have not yet answered the Complaint.

The Movants seek to intervene in this action to protect their substantial interests in the administration and management of the subject grazing allotments, defend the 2026 Final Decision that resulted from their successful challenge to the BLM's 2022 Final Decision, and ensure that the interests of Phillips County livestock producers, grazing permittees, grazing districts, and Montana cattle ranchers are adequately represented in these proceedings.

II. PROPOSED DEFENDANT-INTERVENOR THE MONTANA STOCKGROWERS ASSOCIATION, INC.

The Montana Stockgrowers Association, Inc. is a grassroots nonprofit membership organization with nearly one hundred and forty years of history advocating on behalf of Montana cattle ranchers for policies that protect the land, livestock, and the legacy of the cattle industry. See Exhibit 4 (Affidavit of Raylee Honeycutt), at ¶¶ 4-6. Its membership includes cattle producers who hold

grazing privileges on allotments in common with the Plaintiff, own and operate ranches adjacent to lands managed by the Plaintiff and have longstanding involvement in monitoring and reporting grazing conditions on the subject allotments. See generally Exhibit 1 (Affidavit of Perri A. Jacobs); Exhibit 2 (Affidavit of Peggy Bergsagel); and Exhibit 3 (Affidavit of Marko Manoukian). These members have experienced bison trespass, fence damage and electrification, livestock injuries, difficulties managing livestock, and other impacts associated with American Prairie's bison operations. Protection of public land grazing and enforcement of the Taylor Grazing Act are among the Montana Stockgrowers' identified federal policy priorities. See Exhibit 4 (Affidavit of Raylee Honeycutt), at ¶¶ 14-18. Courts in this District have granted intervention to the Montana Stockgrowers to protect its interests in the past. See e.g., Flathead-Lolo-Bitterroot Citizen Task Force v. State of Montana, No. CV-23-101-M-DWM, ECF No. 71 (D. Mont. May 8, 2024); Defenders of Wildlife v. Hall, No. CV-08-56-M-DWM, ECF No. 60 (D. Mont. May 15, 2008).

III. PROPOSED DEFENDANT-INTERVENOR SOUTH PHILLIPS COUNTY COOPERATIVE STATE GRAZING DISTRICT.

The Montana Legislature established grazing districts to assist with the management of grazing resources and to work within the federal grazing system established by the Taylor Grazing Act. See MONT. CODE ANN. § 76-16-102. For nearly a century, the South Phillips County Cooperative State Grazing District has helped cattle ranchers cooperatively manage and protect grazing resources, coordinate the use of public land, and provide a fair and organized system to administer grazing privileges on shared public land. See Exhibit 5 (Affidavit of Greg Oxarart), at ¶ 5. The Grazing District has historically worked with the BLM regarding grazing administration and management issues affecting Phillips County livestock producers. See id., at ¶¶ 7-9. All seven allotments at issue are located within the Grazing District's physical boundaries. See id., at ¶ 6.

ARGUMENT

The Movants seek to intervene as a matter of right under Rule 24(a)(2) of the Federal Rules of Civil Procedure because their motion is timely, they claim interests relating to the allotments and subject

matter at issue in this action, disposition of this action may, as a practical matter, impair or impede their ability to protect those interests, and no existing parties will adequately represent their interests. In the alternative, the Movants seek permissive intervention under Rule 24(b)(1). Their participation will not unduly delay or prejudice the adjudication of the original parties' rights.

I. THE MOVANTS ARE ENTITLED TO INTERVENE AS A MATTER OF RIGHT.

Courts apply a four-part test to determine whether intervention by right is proper:

An applicant seeking to intervene as of right under Rule 24 must demonstrate that four requirements are met: (1) the intervention application is timely; (2) the applicant has a significant protectable interest relating to the property or transaction that is the subject of the action; (3) the disposition of the action may, as a practical matter, impair or impede the applicant's ability to protect its interest; and (4) the existing parties may not adequately represent the applicant's interest.

Citizens for Balanced Use v. Montana Wilderness Ass'n, 647 F.3d 893, 897 (9th Cir. 2011) (internal citation omitted). "The requirements are broadly interpreted in favor of intervention and should be 'guided primarily by practical considerations, not technical distinctions.'" Id. (internal citations omitted); and

Washington State Bldg. & Const. Trades Council, AFL-CIO v. Spellman, 684 F.2d 627, 630 (9th Cir. 1982) (“Rule 24 traditionally has received a liberal construction in favor of applicants for intervention.”).

a. The Motion to Intervene is Timely.

This Court should “consider three criteria in determining whether a motion to intervene is timely: (1) the stage of the proceedings; (2) whether the parties would be prejudiced; and (3) the reason for any delay in moving to intervene.” Nw. Forest Res. Council v. Glickman, 82 F.3d 825, 836 (9th Cir. 1996).

First, this case is in the early stages of the proceedings. The Plaintiff filed its Complaint on August 4, 2026, and the Movants seek intervention before any merits briefing, dispositive motions, or substantive adjudication of the Plaintiff’s claims. See Doc. 1. This motion is filed before the Federal Defendants have filed an answer to the Complaint. This motion also precedes any scheduling order governing the ultimate disposition of the matter. See Citizens for Balanced Use, 647 F.3d at 897 (holding that the “Applicants filed their motion to intervene in a timely manner, less than three months after the complaint was filed.”); and Wilderness Soc. v. U.S.

Forest Serv., 630 F.3d 1173, 1179 (9th Cir. 2011) (holding that the motion to intervene was timely when it was filed four months after the case began).

Second, intervention will not prejudice the Plaintiff or any other parties.¹ The case has not progressed to a point at which the parties have conducted discovery or otherwise shaped the litigation in reliance upon the absence of the Movants. See Smith v. Marsh, 194 F.3d 1045, 1050 (9th Cir. 1999) (denying intervention where the applicants “were attempting to intervene at a late stage in the proceedings, after significant discovery had taken place and after many substantive motions had been adjudicated”). The Movants’ participation will not require the parties to reopen completed proceedings or revisit substantive positions already presented to the Court.

Third, the Movants have not delayed in seeking intervention. The Movants’ motion comes after the hearing on the Plaintiff’s motion for a temporary restraining order. See Doc. 23. The Court

¹ As explained in the motion to intervene filed contemporaneously with this memorandum, the Federal Defendants and the Defendant-Intervenor State of Montana do not oppose the Movants’ request for intervention.

has not “substantively [or] substantially” engaged the issues in this case; rather, very little “water has . . . passed underneath [the Plaintiff’s] litigation bridge.” See League of United Latin Am. Citizens v. Wilson, 131 F.3d 1297, 1303 (9th Cir. 1997).

Consequently, the circumstances here present none of the concerns that ordinarily make intervention untimely, and the existing parties will face no undue prejudice from the Movants’ participation. The motion is timely.

b. The Movants Have Significant Protectable Interests Directly Related to the Subject of the Action.

The Movants satisfy the second requirement to intervene by right because they possess significant protectable interests that are directly connected to the allotments, grazing authorizations and grazing resources at issue in this action. “To demonstrate this interest, a prospective intervenor must establish that (1) ‘the interest [asserted] is protectable under some law,’ and (2) there is a ‘relationship between the legally protected interest and the claims at issue.’” Nw. Forest Res. Council, 82 F.3d at 837 (internal citation omitted).

“The ‘interest’ test is primarily a practical guide to disposing of lawsuits by involving as many apparently concerned persons as is compatible with efficiency and due process.” Wilderness Soc., 630 F.3d at 1179 (internal citations omitted). “An applicant generally satisfies the ‘relationship’ requirement only if the resolution of the plaintiff’s claims actually will affect the applicant.” Donnelly v. Glickman, 159 F.3d 405, 410 (9th Cir. 1998). The Movants satisfy this standard because their interests arise from the very lands, grazing authorizations, and management practices that the Plaintiff asks the Court to consider.

i. Montana Stockgrowers Association.

The interests asserted in this action coincide directly with the purposes for which the Montana Stockgrowers Association was formed. See Exhibit 4 (Affidavit of Raylee Honeycutt), at ¶¶ 4-6; see also Ecological Rts. Found. v. Pac. Lumber Co., 230 F.3d 1141, 1147 (9th Cir. 2000) (an organization can establish standing through members when at least one of its members would have standing on their own and the interests at issue align with the purpose of the organization).

The Montana Stockgrowers has members with protectable interests in the particular allotments and grazing practices challenged in this action. Perri Jacobs, a member of both Montana Stockgrowers and the Grazing District, operates a fourth-generation ranching operation in Phillips County. See Exhibit 1 (Affidavit of Perri A. Jacobs), at ¶¶ 2-7. Ms. Jacobs and the Plaintiff are both permittees of record on the East Dry Fork Allotment and hold grazing privileges associated with that allotment. See id., at ¶ 11. “Resolution of the Plaintiff’s claims actually will affect the applicant,” because it will determine whether Ms. Jacobs’ cattle will have to graze in common with the Plaintiff’s bison. See Donnelly, 159 F.3d at 410; see also W. Watersheds Project v. U.S. Forest Serv., No. 1:15-CV-00218-REB, 2015 WL 7451169, at *2 (D. Idaho Nov. 23, 2015) (holding grazing permittee had significantly protectable interest that could be impaired by litigation); Lands Council v. U.S. Forest Serv., No. 2:20-CV-324-RMP, 2021 WL 797911, at *3 (E.D. Wash. Feb. 9, 2021) (same).

Likewise, Peggy Bergsagel is a member of Montana Stockgrowers who operates a ranch on which she shares about fifteen miles of fence with lands managed by the Plaintiff. See

Exhibit 2 (Affidavit of Peggy Bergsagel), at ¶¶ 2-6. Ms. Bergsagel has personally experienced impacts associated with the Plaintiff's bison operations. In April 2022, a bison from the Box Elder Allotment trespassed on her property. See id., at ¶¶ 9-20. Unable to safely remove the animal herself, Ms. Bergsagel was forced to rely upon the Plaintiff's personnel, who ultimately euthanized the bison because it could not be returned to the allotment. See id., at ¶¶ 20-23. On another occasion, Ms. Bergsagel found one of her cows injured in a pasture where an American Prairie bison was present. See id., at ¶¶ 28-35. These experiences have caused Ms. Bergsagel significant concern regarding livestock safety, the Plaintiff's ability to contain and manage bison and the impacts additional bison grazing authorizations may have on neighboring ranching operations. See id., at ¶¶ 21-26, 35-36.

Accordingly, Montana Stockgrowers has demonstrated both a protectable interest and a direct relationship between that interest and the claims at issue. The Montana Stockgrowers satisfies the second Rule 24(a)(2) requirement.

ii. South Phillips County Cooperative State Grazing District.

The Montana Legislature established grazing districts to assist with the management of grazing resources and to work within the federal grazing system established by the Taylor Grazing Act. See MONT. CODE ANN. § 76-16-102. Thus, matters involving the administration and management of BLM grazing allotments are directly related to the Grazing District's purpose. See id. (a purpose of a grazing district is "to provide a means of cooperation with the secretary of the interior as provided in the federal act known as the Taylor Grazing Act and any other governmental agency or department having jurisdiction over lands belonging to the United States").

All seven grazing allotments at issue are located within the Grazing District's boundaries, and the Grazing District is a party to cooperative agreements and memoranda of understanding with the BLM concerning grazing administration on public lands. See Exhibit 5 (Affidavit of Greg Oxarart), at ¶¶ 6, 10-17. Those agreements contemplate consultation, cooperation, coordination, and the Grazing District's participation regarding environmental

review, allotment management planning, grazing administration, and changes affecting public grazing resources. See id. As organizations specifically created to participate in grazing administration and coordination with federal agencies, the Grazing District possesses direct institutional interests in the management of the very allotments and grazing resources at issue in this action. Its statutory role and ongoing involvement in grazing authorization decisions provide a direct connection between its interests and the Plaintiff's challenge to the 2026 Final Decision.

The Grazing District's connection to the affected allotments is also reflected through its members and representatives. As discussed above, Ms. Jacobs holds grazing privileges in common with the Plaintiff on the East Dry Fork Allotment and her future use of the land could change dramatically pending the outcome of this appeal. See Exhibit 1 (Affidavit of Perri A. Jacobs), at ¶ 11. Likewise, Marko Manoukian has performed work and compiled data for the Grazing District through his service with the Phillips County Livestock Association, an organization that works closely with the Grazing District. See Exhibit 3 (Affidavit of Marko Manoukian), at

¶¶ 2-6, 31.² Through that work, Mr. Manoukian regularly visits the subject allotments and has spent years investigating grazing conditions, reviewing actual grazing-use data, monitoring compliance with grazing management plans, inspecting fencing and grazing infrastructure, and assessing the impacts of the Plaintiff's grazing practices on the grazing resources relied upon by Phillips County livestock producers. See id., at ¶¶ 14-43.

Mr. Manoukian intends to continue visiting the allotments on behalf of the Movants to evaluate grazing conditions, investigate concerns raised by local cattle producers, and assess how the Plaintiff's management practices affect grazing resources and ranching operations that would be directly impacted by the outcome of this action. See id., at ¶¶ 50-53.

This action directly concerns the administration of BLM grazing allotments and the use of public grazing resources in Phillips County. Those are precisely the types of issues the Grazing District was created to address. See Exhibit 5 (Affidavit of Greg

² Mr. Manoukian is also a member of the Montana Stockgrowers Association. See Exhibit 3 (Affidavit of Marko Manoukian), at ¶ 6.

Oxarart), at ¶ 5. The Grazing District therefore possesses significant protectable interests that are directly related to the subject matter of this litigation.

iii. The Movants' Participation in the Administrative Process Further Confirms the Direct Relationship Between Their Interests in This Litigation.

The Movants' significant protectable interests are further demonstrated by their active participation in the administrative proceedings that produced the 2026 Final Decision that the Plaintiff now challenges. Active participation in the administrative process underlying challenged agency action generally supports the finding of a significant protectable interest for purposes of Rule 24. In Idaho Farm Bureau Fed'n v. Babbitt, conservation organizations were permitted to intervene as of right in litigation challenging an agency decision concerning an endangered species listing. See Idaho Farm Bureau Fed'n v. Babbitt, 58 F.3d 1392, 1398 (9th Cir. 1995). The Ninth Circuit explained that a “public interest group is entitled as a matter of right to intervene in an action challenging the legality of a measure it has supported,” emphasizing that the applicants had “been active in the process” through which the

federal agency adopted the challenged measure, including filing the initial action that compelled the agency to issue a decision. See id., at 1397-98; see also Trbovich v. United Mine Workers of Am., 404 U.S. 528, 539 (1972) (holding that “such a complaint, filed by the member who initiated the entire enforcement proceeding, should be regarded as sufficient to warrant relief in the form of intervention under Rule 24(a)(2).”).

The Movants’ connection to the challenged decision is at least as direct. The Movants challenged the BLM’s 2022 Final Decision that originally authorized the Plaintiff’s bison grazing proposal. That challenge resulted in remand and reconsideration, culminating in the 2026 Final Decision that the Plaintiff now asks this Court to vacate. The decision the Plaintiff asks this Court to vacate exists, in significant part, because the Movants exercised their rights to challenge the earlier decision.

The Movants’ administrative participation thus reinforces the direct relationship between their interests and this litigation. They participated in the administrative proceedings concerning the precise grazing proposal at issue and now seek to defend the resulting agency decision. Therefore, their interests are directly and

substantially related to the property, transactions and agency action that form the subject of this litigation.

c. The Plaintiff's Action Threatens to Impair the Movants' Interests.

The third Rule 24(a)(2) requirement is likewise satisfied. “If an absentee would be substantially affected in a practical sense by the determination made in an action, he should, as a general rule, be entitled to intervene.” Sw. Ctr. for Biological Diversity v. Berg, 268 F.3d 810, 822 (9th Cir. 2001) quoting Fed.R.Civ.P. 24 advisory committee’s notes. The Plaintiff’s requested relief presents precisely that circumstance. The Plaintiff asks this Court to vacate the 2026 Final Decision—the decision that terminated the Plaintiff’s authorization to graze bison. If the Plaintiff obtains that relief, the Movants’ members will face the practical consequences of reinstating or otherwise authorizing the bison grazing activities that the 2026 Final Decision terminated.

For Ms. Jacobs, the Plaintiff’s requested relief may require her to graze her cattle in common with the Plaintiff’s bison on the East Dry Fork Allotment. See Exhibit 1 (Affidavit of Perri A. Jacobs), at ¶ 14. See Greene v. United States, 996 F.2d 973, 977 (9th Cir. 1993)

(“Where the precedential impact has been clear, we have allowed intervention.”). Under a prior proposal involving bison grazing on the East Dry Fork Allotment, her operation would have lost approximately 212 Animal Unit Months (“AUMs”) of authorized grazing use. See Exhibit 1 (Affidavit of Perri A. Jacobs), at ¶¶ 17-19.³ Such a reduction in AUMs would directly affect the productivity and profitability of her ranching operation. See id., at ¶ 20. She would also face additional operational burdens associated with managing cattle alongside bison, including reduced forage availability and fencing and livestock-management concerns. See id., at ¶ 37.

The practical consequences extend beyond the East Dry Fork Allotment. Ms. Bergsagel has already experienced bison trespass onto her property and an incident involving an injured cow in a pasture where the Plaintiff’s bison was present. See Exhibit 2 (Affidavit of Peggy Bergsagel), at ¶¶ 9-20, 28-35. The Plaintiff’s requested relief could therefore expose neighboring ranching

³ An AUM is a unit used by the BLM to manage grazing allotments. An AUM represents the amount of forage necessary to sustain a 1,000-pound cow and her calf for one month. See Exhibit 1 (Affidavit of Perri A. Jacobs), at ¶ 15.

operations to increased risks associated with bison trespass, fence damage, livestock injuries, and interference with ranch operations. See id., at ¶¶ 21-26, 36-37.

The Movants' interests may also be impaired in their institutional capacities. If the Plaintiff obtains the relief it seeks, the Grazing District will be required to address changes to the administration and use of the seven allotments within its boundaries and the resulting effects on the public grazing resources it is statutorily charged with helping to manage. See Exhibit 5 (Affidavit of Greg Oxarart), at ¶¶ 5-17. Their members will likewise continue to be impacted by the grazing conditions, fencing, and other threats that will arise if bison are authorized to graze on the subject allotments. See Exhibit 3 (Affidavit of Marko Manoukian), at ¶¶ 7-50.

These are precisely the kinds of practical effects that satisfy Rule 24(a)(2). The outcome of this litigation will practically affect their ability to protect interests that are directly connected to the challenged agency action. See California ex rel. Lockyer v. United States, 450 F.3d 436, 441 (9th Cir. 2006) (an applicant has sufficient interest when they may "suffer a practical impairment of

[their] interests as a result of the pending litigation.”). Because the Plaintiff seeks relief that would directly alter the status of bison grazing on the subject allotments, the Movants’ ability to protect their grazing-administration interests may be substantially impaired if they are excluded from this action.

d. The Existing Parties Do Not Adequately Represent the Movants’ Interests.

The final Rule 24(a)(2) requirement is satisfied because no existing party adequately represents the Movants’ distinct interests. “Rule 24(a)(2) promises intervention to those who bear an interest that may be practically impaired or impeded ‘unless existing parties adequately represent that interest.’” Berger v. N. Carolina State Conf. of the NAACP, 597 U.S. 179, 195 (2022). “The requirement of the Rule is satisfied if the applicant shows that representation of his interest ‘may be’ inadequate; and the burden of making that showing should be treated as minimal.” Trbovich, 404 U.S. at 538 n. 10 (internal citation omitted). Even “where ‘the absentee’s interest is similar to, but not identical with, that of one of the parties,’ that normally is not enough to trigger a presumption of

adequate representation.” Berger, 597 U.S. at 197, quoting 7C Wright & Miller § 1909.

“In assessing the adequacy of the [existing parties] representation, we consider several factors, including whether the [parties] will undoubtedly make all of the intervenor's arguments, whether the [parties] [are] capable of and willing to make such arguments, and whether the intervenor offers a necessary element to the proceedings that would be neglected.” Sagebrush Rebellion, Inc. v. Watt, 713 F.2d 525, 528 (9th Cir. 1983). The existing parties do not adequately represent the Movants because neither the Federal Defendants nor the State of Montana represent the particular local and private interests that the Movants seek to protect.

There is sufficient doubt that the existing parties cannot adequately represent the Movants’ interests. Although the Federal Defendants and the State of Montana support the 2026 Final Decision and share an interest with the Movants in the ultimate outcome of the action, they represent governmental and public interests that are materially different from the Movants’ particular local and private interests. The Federal Defendants represent the

federal government and must defend the BLM's decision, while Montana represents its constituents and has its own interests in administering state trust lands and protecting wildlife. No party has the same direct interest in protecting the particular grazing rights held by the Movants' members.

The history of this matter casts additional doubt on the adequacy of the Federal Defendants' representation. The Movants' disagreement with the Federal Defendants' 2022 Final Decision prompted the administrative challenge that ultimately produced the 2026 Final Decision. See Idaho Farm Bureau Fed'n, 58 F.3d at 1398 (stating that the Fish and Wildlife Service was "unlikely to argue on behalf of [the movants], the very organizations that [initially] compelled [it] to make a final decision by filing a lawsuit.>").

Parties aligned on the same side of the dispute may nevertheless have materially different interests sufficient to warrant intervention. In Southwest Center for Biological Diversity v. Berg, the Court held that the private party applicants should not be expected to rely solely on government agencies to protect their interests, explaining that "[t]he interests of government and the private sector may diverge." Sw. Ctr. for Biological Diversity, 268

F.3d at 823 (9th Cir. 2001). “It [was] sufficient for [a]pplicants to show that, because of the difference in interests, it is likely that [the government] [d]efendants will not advance the same arguments as [a]pplicants.” Id. at 824. In reaching this decision, the Court recognized the unique nature of private interests:

Moreover, [Fish and Wildlife Service], a federal agency, and other defendants also cannot be expected under the circumstances presented to protect these private interests. Applicants would likely offer important elements to the proceedings that the existing parties would likely neglect. The priorities of the defending government agencies are not simply to confirm the Applicants' interests in the Plans . . . On some issues Applicants will have to express their own unique private perspectives and in essence carry forward their own interests[.]

Id. at 823–24.

“Inadequate representation is most likely to be found when the applicant asserts a personal interest that does not belong to the general public.” Forest Conservation Council v. U.S. Forest Serv., 66 F.3d 1489, 1499 (9th Cir. 1995), abrogated by Wilderness Soc. v. U.S. Forest Serv., 630 F.3d 1173 (9th Cir. 2011), quoting 3B Moore's Federal Practice, ¶ 24.07[4] at 24-78 (2d ed. 1995). The Movants cannot “undoubtedly” rely on the Federal Defendants or the State of Montana to offer arguments explaining how Ms. Jacobs’ cattle

operation will be harmed if the Plaintiff is authorized to graze bison on an allotment they operate on in common. See Sagebrush Rebellion, Inc., 713 F.2d at 528; see also Exhibit 1 (Affidavit of Perri A. Jacobs), at ¶ 14. Nor can they “undoubtedly” rely on the Federal Defendants or the State of Montana to relay the practical harms that rescission of the 2026 Final Decision could cause to the members’ safety and operational obstacles to their operations if electrified fences are authorized to maintain the bison. See Exhibit 3 (Affidavit of Marko Manoukian), at ¶¶ 44-49. The existing parties are not a grazing district charged with managing grazing resources pursuant to MONT. CODE ANN. § 76-16-102. See Exhibit 5 (Affidavit of Greg Oxarart), at ¶ 4. The Movants’ interests are tied specifically to the affected allotments and the ranchers and grazing institutions directly connected to them. By contrast, “the government must present the broad public interest, not just the economic concerns of . . . industry.” Forest Conservation Council, 66 F.3d at 1499. The existing parties cannot be expected to “undoubtedly” make all of the arguments arising from those particular interests. Rather, the Movants “offer[] a perspective which differs materially from that of

the present parties to this litigation.” See Sagebrush Rebellion, Inc., 713 F.2d at 528.

The issue is not whether another party will defend the 2026 Final Decision; the Federal Defendants and the State of Montana clearly will. The question is whether those parties will adequately represent the Movants’ particular interests in the local grazing resources and ranching operations that would be affected by the Plaintiff’s requested relief and make all the same arguments. See Trbovich, 404 U.S. at 538 n. 10 (the burden is “minimal”). Given the differences between the governmental interests represented by the existing parties and the interests represented by the Movants, there is more than sufficient doubt whether the existing parties will make all of the Movants’ arguments. See Sagebrush Rebellion, 713 F.2d at 528. Rather, the Movants offer “a necessary element to the proceedings that would be neglected.” See id. Thus, the existing parties cannot adequately represent the Movants’ interests.

e. Conclusion.

Because the Movants satisfy the requirements of Federal Rule of Civil Procedure 24(a), they are entitled to intervene as a matter of right.

II. IN THE ALTERNATIVE, THE MOVANTS SHOULD BE GRANTED INTERVENTION WITH THE COURT'S PERMISSION.

Even if the Court concludes that the Movants have not established intervention as of right, permissive intervention is appropriate. Pursuant to Federal Rule of Civil Procedure 24(b), “on timely motion, the court may permit anyone to intervene who . . . has a claim or defense that shares with the main action a common question of law or fact.” Fed.R.Civ.P. 24(b). “In exercising its discretion, the court must consider whether the intervention will unduly delay or prejudice the adjudication of the original parties’ rights.” Id.

The Movants’ defenses will address the same questions this Court must resolve to determine whether the 2026 Final Decision should be upheld, including whether BLM acted lawfully in terminating the Plaintiff’s bison grazing authorizations and whether the agency’s decision is supported by the administrative record. The Movants, though representing unique, substantial, and protectable interests, will not inject an irrelevant dispute into this action.

Permissive intervention will also promote judicial economy. See Venegas v. Skaggs, 867 F.2d 527, 531 (9th Cir. 1989), aff’d sub nom. Venegas v. Mitchell, 495 U.S. 82 (1990) (“judicial economy is a

relevant consideration in deciding a motion for permissive intervention.”). Allowing the Movants to participate now will permit their interests to be addressed in a single proceeding, rather than requiring them to pursue separate proceedings or otherwise seek to protect their interests outside of this action. See Wilderness Soc., 630 F.3d at 1179 (intervention “dispos[es] of lawsuits by involving as many apparently concerned persons as is compatible with efficiency and due process.”).

Most importantly, intervention will not prejudice the Plaintiff or any other party to the proceedings. The case is at an early stage, and the Movants seek intervention before discovery, dispositive motions, or other proceedings that would require the parties to alter the course of litigation. Nor will intervention expand the case beyond the issues already placed before the Court. The Movants seek to defend the same agency decision the Plaintiff challenges and will address the same administrative record and legal issues concerning that decision. “[A] liberal policy in favor of intervention serves both efficient resolution of issues and broadened access to the courts.” Id. The Movants’ participation will simply ensure that the Court hears from the parties who represent permittees whose

grazing authorizations and ranching operations will be directly implicated by the requested vacatur.

Accordingly, if the Court concludes that intervention as of right is unavailable, it should exercise its discretion to permit the Movants to intervene under Rule 24(b).

CONCLUSION

Based on the foregoing, and pursuant to Federal Rule of Civil Procedure 24, the Movants hereby respectfully request permission to intervene in the above-entitled matter.

RESPECTFULLY SUBMITTED this 16th day of September 2026.

/s/ Lawson E. Fite

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CERTIFICATE OF COMPLIANCE

This document complies with the word limit of L.R. 7.1(d)(2)(A), containing 5,374 words (excluding caption, certificate of compliance, table of contents and authorities, exhibit index, and any certificate of service), as verified by the word count feature of Microsoft Word.

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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I caused a true and correct copy of the foregoing to be deposited in the United States Mail, postage prepaid, and mailed electronically on this ____ day of September 2026 to the following:

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s/ Lawson E. Fite

Exhibit 1

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION**

AMERICAN PRAIRIE FOUNDATION,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF THE
INTERIOR; DOUG BURGUM, in his official
Capacity as Secretary of the United States
Department of the Interior; UNITED STATES
BUREAU OF LAND MANAGEMENT; and
STEVEN PEARCE, in his official capacity as
Director of the United States Bureau of Land
Management,

Defendants.

Case 4:26-cv-00282-BMM

**AFFIDAVIT OF
PERRI A. JACOBS**

I, Perri A. Jacobs, of legal age, after being first duly sworn upon her oath,
deposes and states as follows:

1. I am over the age of 18 years. I have personal knowledge of the facts stated within this affidavit. If called as a witness, I would be competent to testify to these facts.

2. I am a member of the Montana Stockgrowers Association.

3. I am also a member of the South Phillips County Cooperative State Grazing District.

4. I am a fourth-generation Montanan rancher.

5. My family runs a commercial cow calf operation approximately fifty miles south of Malta, Montana.

6. Our ranch is known as the Jacobs Ranch and has been in our family for 109 years.

7. I am the Secretary and Treasurer of Jacobs Ranch, Inc.

8. We operate on private and public land.

9. We share an allotment in common with the American Prairie Foundation ("American Prairie").

10. Our ranch also borders land managed by American Prairie. We share approximately five miles of fence.

EAST DRY FORK ALLOTMENT

11. Our ranch shares the East Dry Fork Allotment (Allotment #05617) in common with American Prairie. Both my family and American Prairie are permittees of record on the East Dry Fork Allotment and have grazing privileges associated with the allotment.

12. The East Dry Fork Allotment only permits cattle grazing.

13. Because the allotment does not allow bison, American Prairie currently leases its grazing privileges on the East Dry Fork Allotment to another cattle producer.

14. If bison are authorized to graze the allotment, my cattle would be required to graze in common with American Prairie's bison.

Loss of AUMs

15. An Animal Unit Month (AUM) is a unit used by the Bureau of Land Management (BLM) to manage grazing allotments. An AUM represents the amount of forage necessary to sustain a 1,000-pound cow and her calf for one month.

16. My permit allows me to graze 1,047 AUMs on the East Dry Fork Allotment.

17. In 2018, American Prairie sought to convert its grazing privileges from cattle to bison on several allotments, including the East Dry Fork Allotment that my family shares with American Prairie.

18. Under the proposal, we would have lost approximately 212 AUMs from my authorized use of the East Dry Fork Allotment.

19. A reduction of 212 AUMs would substantially impact our ranching operation by reducing the number of cattle we are able to graze and decrease the productivity and profitability of our business.

20. I am concerned that authorizing bison grazing on the East Dry Fork Allotment will result in a reduction of the AUMs available to my operation.

INCREASED COSTS AND OPERATIONAL IMPACTS

21. The East Dry Fork Allotment is managed through a rotational grazing system consisting of three pastures.

22. The purpose of a rotational grazing system is to promote forage production, improve range conditions and allow portions of the allotment to rest for certain periods of time.

23. My family follows the rotational grazing requirements applicable to the allotment.

24. However, the person currently leasing American Prairie's cattle grazing privileges does not always adhere to the rotational grazing schedule.

25. As a result of the lessee's failure to adhere to the rotational grazing schedule on the East Dry Fork Allotment, portions of the land needed additional rest and recovery. Rather than further burden those pastures, our operation incurred \$40,000.00 in expenses this year to lease alternative pasture.

26. If bison are permitted to graze the allotment, the existing rotational grazing system will become even more difficult to implement because bison cannot be gathered, handled and moved between pastures in the same manner as cattle.

27. If the rotational grazing system cannot be effectively implemented and maintained, our ranch will again be required to lease additional pasture at substantial expense in order to maintain the health of the allotment.

28. Furthermore, if bison are permitted to graze the East Dry Fork Allotment, my cattle will be exposed to additional risks associated with grazing in common with bison, including disease exposure.

29. I am concerned about the potential transmission of diseases from bison to my cattle.

30. Exposure to disease can result in increased management burdens, additional costs and economic harm to our operation.

FENCING AND TRESPASS

31. The Jacobs Ranch borders land managed by American Prairie in other locations.

32. Although bison are not presently authorized on those lands, we have experienced difficulties contacting American Prairie and obtaining prompt assistance when cattle grazing under American Prairie's permit have trespassed onto our property.

33. Bison are much more difficult and dangerous to gather and move than cattle.

34. If bison are authorized to graze the East Dry Fork Allotment and leave their designated pasture or enter areas intended to rest under the rotational grazing system, returning those animals to proper location would be dangerous and difficult, especially when compared to moving cattle.

35. I am also concerned that existing fences may require modification or reinforcement if bison are authorized to graze the allotment, which would result in additional expense to our operation.

36. Authorizing bison grazing, especially on the East Dry Fork Allotment, will directly affect my family's existing grazing management, increase our costs of doing business, interfere with the number of AUMs we are permitted and negatively impact the profitability of our ranch.

Under penalty of perjury, I declare the foregoing to be true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this ____ day of September 2026.

Perri A. Jacobs

STATE OF MONTANA)
) ss.
COUNTY OF PHILLIPS)

On this 1 day of September 2026, before me personally appeared Perri A. Jacobs, known to me to be the person described herein and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed for the uses and purposes therein set forth.


Notary Public

My Commission Expires:

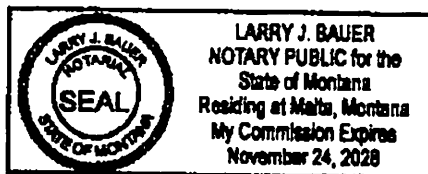


Exhibit 2

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*Attorneys for Intervenor the Montana
Stockgrowers Association, Inc. and
South Phillips County Cooperative
State Grazing District*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION**

AMERICAN PRAIRIE FOUNDATION,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF THE
INTERIOR; DOUG BURGUM, in his official
Capacity as Secretary of the United States
Department of the Interior; UNITED STATES
BUREAU OF LAND MANAGEMENT; and
STEVEN PEARCE, in his official capacity as
Director of the United States Bureau of Land
Management,

Defendants.

Case 4:26-cv-00282-BMM

**AFFIDAVIT OF
PEGGY BERGSAGEL**

I, Peggy Bergsagel, of legal age, after being first duly sworn upon her
oath, deposes and states as follows:

1. I am over the age of 18 years. I have personal knowledge of the facts stated within this affidavit. If called as a witness, I would be competent to testify to these facts.

2. I am a member of the Montana Stockgrowers Association.

3. My family owns and operates the Heart Bar X Ranch located near Malta, Montana.

4. The Heart Bar X is a historic ranch that was founded by my family in 1909.

5. The Heart Bar X Ranch consists of over 12,000 acres, much of which is private land.

6. My ranch is surrounded by land managed by the American Prairie Reserve (APR) on the east side, half of the west side and part of the south side. We share approximately 15 miles of fence.

7. I returned to the ranch eleven years ago.

8. There have been several incidents in which APR bison have forced their way onto my property.

9. For example, on April 28, 2022, I went to check a pasture for water and grass before moving my cows there and found a set of bison tracks leading down the road to the pasture.

10. When I came over the hill into the pasture there was a bison standing by the reservoir.

11. This pasture is surrounded on three sides by land that APR controls, but there was not supposed to be bison in any of these neighboring

pastures. I thought about trying to move the bison through one of three nearby gates onto APR's land, but that parcel was supposed to be leased for cattle, so the bison should not have been in there either.

12. The closest area with bison that I could think of was the Box Elder Allotment, which was five or six miles away as the crow flies.

13. When the bison saw me, he ran a short way, laid down, dusted himself, jumped back up and watched to see what I was doing.

14. I was concerned for my own safety and did not know what to do with the bison, so I called and left a message for APR, Phillips County Sheriff's Office, Phillips County Extension office, and Bureau of Land Management.

15. Scott Heidebrink, manager of the APR bison, texted me that they were on the way to retrieve the bison.

16. Scott showed up with a crew of people, including four people on ATVs, one person in a pickup, and another person in a pickup pulling a trailer with a UTV and a skid-steer on it.

17. Scott informed me that he also had another man on the way who was bringing a gun in case they needed to euthanize the animal.

18. I informed Scott where the animal was on my property and he was surprised at how far it had come from its home on the Box Elder Allotment.

19. To get to my property from there, the bison likely went through five fences. This caused me great concern as to how many of my fences were destroyed from the animal and if it had come into contact with my cattle along the way.

20. Scott and his crew made a decision to shoot the bison.

21. It is concerning to me that a crew of that size was unable to safely return a single bison to its intended grazing area. I am especially concerned about what would occur if multiple bison entered my property.

22. Furthermore, APR would not even have known the bison was even missing if I had not called them, let alone where the animal went.

23. In contrast, I found a neighbor's bull on my property shortly after this incident. When I called him, he was already aware the bull was missing and was able to get the bull home with a one-man crew and without slaughtering it.

24. During this incident, despite my request that the APR crew use existing ranch roads, Scott and his crew travelled across portions of my property in a manner than caused unnecessary disturbance.

25. It is troubling that the crew from APR had little to no regard for my private property or the risk their poor management skills pose to my cattle operation.

26. This incident has caused me concern regarding APR's ability to control and manage bison and the impacts to my ranching operation if additional bison are authorized to graze in this area.

27. On another occasion, I found one of my cows down and injured in the pasture.

28. I have never found a downed cow on the range before.

29. That day, however, I found a bison nearby.

30. Based on the cow's injuries and where the bison was lying, it appeared to me that the bison had mounted the cow and injured her.

31. I immediately contacted APR and asked them to come remove the bison.

32. APR did not remove the bison until the next day.

33. I also asked APR to test the bison for brucellosis to evaluate whether my herd was exposed to a disease.

34. I was initially told that they would test the bison, but no testing was completed.

35. These experiences demonstrate that when bison leave their grazing area, they will enter my property and come into contact with my cattle.

36. If additional bison are permitted to graze on the adjoining BLM allotments, my cattle will be in direct contact with bison. Disease does not follow fencelines or property boundaries, and this proximity increases the opportunities for trespass, direct contact between animals and resulting exposure risks, including injury to my cattle and disease transmission.

Under penalty of perjury, I declare the foregoing to be true and correct.

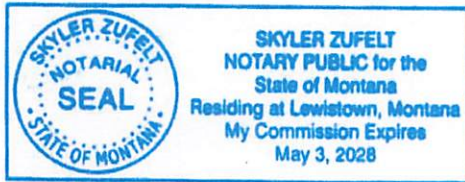
FURTHER AFFIANT SAYETH NAUGHT.

DATED this 3 day of September 2026.


Peggy Bergsagel

STATE OF MONTANA)
COUNTY OF Fergus) ss.

On this 3rd day of September 2026, before me personally appeared Peggy Bergsagel, known to me to be the person described herein and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed for the uses and purposes therein set forth.



Skyler Zufelt
Notary Public

My Commission Expires: May 3, 2028

Exhibit 3

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*Attorneys for Intervenors the Montana
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FOR THE DISTRICT OF MONTANA
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AMERICAN PRAIRIE FOUNDATION,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF THE
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Capacity as Secretary of the United States
Department of the Interior; UNITED STATES
BUREAU OF LAND MANAGEMENT; and
STEVAN PEARCE, in his official capacity as
Director of the United States Bureau of Land
Management,

Defendants.

Case 4:26-cv-00282-BMM

**AFFIDAVIT OF
MARKO MANOUKIAN**

I, Marko Manoukian, of legal age, after being first duly sworn upon her
oath, deposes and states as follows:

1. I am over the age of 18 years. I have personal knowledge of the facts stated within this affidavit. If called as a witness, I would be competent to testify to these facts.

2. I have been an active member of the Phillips County Livestock Association ("Association") since 1999.

3. Currently, I am the Secretary and Treasurer of the Phillips County Livestock Association.

4. The Association board includes three directors from the South Phillips County Cooperative State Grazing District ("Grazing District").

5. The Association is also an affiliate of the Montana Stockgrowers Association, which is an organization that advocates for the cattle industry and policies affecting ranching operations. The Association works to represent the interests of local cattle producers in Phillips County.

6. I am a member of the Montana Stockgrowers Association.

RANGELAND MANAGEMENT

7. I have visited the allotments upon which American Prairie Foundation ("American Prairie") intends to manage its bison as wild animals.

8. I have personally spent time on these allotments observing range conditions, management practices, fencing, and other conditions on the land.

9. On one such visit on March 8, 2022, I witnessed the severe over-grazing that had occurred in the Box Elder Allotment as a result of American Prairie's bison management.

10. Exhibit A attached hereto is a true and accurate photograph of the grass in the Box Elder Allotment.

11. On another visit on April 8, 2022, I witnessed the absence of a gate on the Telegraph Creek Allotment that should have been present to restrict the migration of bison into a pasture that was intended to be in a rest cycle.

12. Exhibit B attached hereto is a true and accurate copy of a photograph of the missing gate on the Telegraph Creek Allotment.

13. The removal of this gate allowed the bison to wander freely between the pastures and shows a complete disregard for the Bureau of Land Management's ("BLM") rest rotation plan that was supposed to be used on the allotment.

INVESTIGATION OF THE TELEGRAPH AND BOX ELDER ALLOTMENTS

14. I have investigated the Telegraph (#05654) and Box Elder (#15634) Allotments to assess grazing conditions in Phillips County.

15. By March 15th of each calendar year, American Prairie is supposed to submit an "Actual Grazing Use Report" to the BLM documenting their grazing usage.

16. American Prairie routinely fails to submit actual use reports on time, if they submit any reports at all.

17. For example, the actual use report for 2015-2016 was not filed until June 2, 2016; and the actual use report for 2016-2017 was not filed until May 4, 2017.

18. It is not clear when the actual use report for 2017-2018 was received by the BLM, but it was dated June 11, 2018.

19. There are no actual use reports for 2018-2019 or 2019-2020.

20. The total AUMs permitted on both allotments (Telegraph and Box Elder) in any grazing season is 3,251 AUMs.

21. However, in 2015-2016 American Prairie recorded actual use of 4,212 AUMs, an excess of authorized grazing in the amount of 961 AUMs (+29.5%).

22. In 2016-2017, American Prairie recorded actual use of 4,982 AUMs, an excess of authorized grazing in the amount of 1,731 AUMs (+53.2%).

23. In 2017-2018, American Prairie recorded actual use of 5,411 AUMs, an excess of authorized grazing in the amount of 2,160 AUMs (+66.4%).

24. In 2020-2021, American Prairie recorded actual use of 4,279 AUMs, an excess of authorized grazing in the amount of 1,028 AUMs (+31.6%).

25. In 2021-2022, American Prairie recorded actual use of 4,008 AUMs, an excess of authorized grazing in the amount of 757 AUMs (+23.2%).

26. Again, there are no actual use reports for 2018-2019 or 2019-2020.

27. I submitted a Freedom of Information Act request (Request No. DOI-2026-006710) to the BLM seeking additional actual use records; the request remains pending.

28. The above analysis confirms that American Prairie has repeatedly and willfully engaged in a pattern of unauthorized livestock grazing on the Telegraph and Box Elder Allotments.

29. Grazing beyond the number of authorized AUMs places additional pressure on forage resources and can interfere with the management objectives established for an allotment.

30. The failure to accurately and timely report actual grazing use also makes it more difficult for cattle ranchers, grazing districts and governmental agencies to evaluate how grazing resources are being utilized and whether grazing management plans are being followed.

31. I have devoted substantial time investigating the usage of the subject grazing allotments. American Prairie's repeated overgrazing and its failure to timely report actual use are matters of concern to me because they affect the availability of grazing resources relied upon by livestock producers in Phillips County.

DISEASE TESTING

32. The Association and its membership are greatly concerned about transmission of diseases from American Prairie's bison and what it could mean for the viability of our livestock industry here in Phillips County.

33. In 2020, American Prairie, the Association, the Grazing District and the Phillips Conservation District signed an agreement that required American Prairie to test a portion of its bison herd for specific diseases (the "Agreement").

34. Exhibit C attached hereto is a true and accurate copy of the Agreement executed on December 11, 2020.

35. Pursuant to the Agreement and the resulting variance issued by the Phillips Conservation District Board of Adjustment, American Prairie was required to submit the annual test results to the parties for review.

36. Exhibit D is a true and accurate copy of the Variance Order issued on January 21, 2021.

37. As part of my duties with the Association, I reviewed the data we received from American Prairie and compiled it into a spreadsheet for our membership to more easily review.

38. Exhibit E attached hereto is a true and accurate copy of the spreadsheet I compiled.

39. The data is troubling to cattle producers.

40. In 2022, approximately 70 percent of the bison tested positive for leptospirosis, a bacterial infection that can cause kidney and reproductive problems.

41. Nearly 60 percent of the bison tested positive for a respiratory virus known as the parainfluenza-3 virus.

42. Approximately 27 percent of the bison tested positive for anaplasmosis, an infection that can cause respiratory problems and reduced weight gain in livestock.

43. The test results are particularly concerning because they show that American Prairie's bison herd has tested positive for multiple diseases that

can adversely affect cattle health and production, including reproductive and respiratory problems.

ELECTRIFICATION OF GATES

44. I have also witnessed gates utilized by American Prairie on public lands that were electrified.

45. On August 12, 2021, I took photographs which demonstrate that American Prairie has installed equipment to electrify fences and gates on public lands without posting any notice of the electrical current that runs through said fences and gates. See Exhibit F; Exhibit G; Exhibit H.

46. Exhibit F attached hereto is a true and accurate copy of a photograph I took from the corner Section 1 of Township 25 North, Range 29 East (a BLM section).

47. Exhibit G attached hereto is a true and accurate copy of a photograph I took of Section 36, Township 26 North, Range 29 East, and it has been reported by a neighbor that the entire area, including State and BLM lands, is electrified on all four sides.

48. Exhibit H attached hereto is a true and accurate copy of a photograph I took of an electrified gate. The electrified gates and fences that are installed to contain the bison affect my ability to safely access and inspect these public allotments. It is dangerous for individuals to enter the allotment because the electrical connection must be disconnected and reconnected.

49. If bison are permitted to graze on the subject allotments, more gates and fences in the neighborhood will be electrified, creating additional

obstacles and safety threats when I enter and inspect the allotments to monitor grazing resources and carry out my work on behalf of the Association and the Grazing District.

50. Throughout my involvement with the Association and the Grazing District, I have spent considerable time addressing issues related to American Prairie's management of bison on these allotments, including grazing management, fencing, disease concerns, and compliance with grazing plans.

51. I intend to continue visiting the allotments to evaluate conditions, investigate concerns raised by fellow members of the Association and members of the Grazing District, and assess how American Prairie's management practices are affecting grazing resources and the Phillips County cattle producers who rely upon them.

52. American Prairie's efforts to graze bison on these allotments directly implicate the grazing resources, livestock health concerns, and management issues that I have worked on for years through the Association and the Grazing District and that are important to the continued success of the Phillips County cattle industry.

53. I am committed to the stewardship and protection of grazing resources in Phillips County and to supporting the continued viability of the local cattle industry, which depends on proper management of those lands.

Under penalty of perjury, I declare the foregoing to be true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

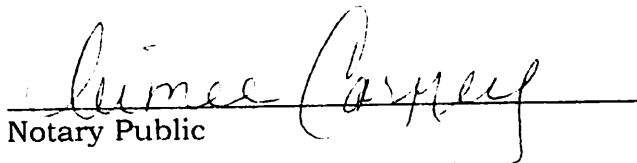
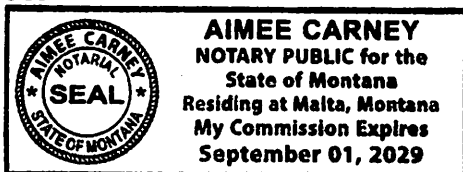
DATED this ___ day of September 2026.



Marko Manoukian

STATE OF MONTANA)
) ss.
COUNTY OF PHILLIPS)

On this 3 day of September 2026, before me personally appeared Marko Manoukian, known to me to be the person described herein and who executed the foregoing instrument, and who acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein set forth.


Notary Public

My Commission Expires: 09-01-2029



Exhibit 3-A

Exhibit 3-B

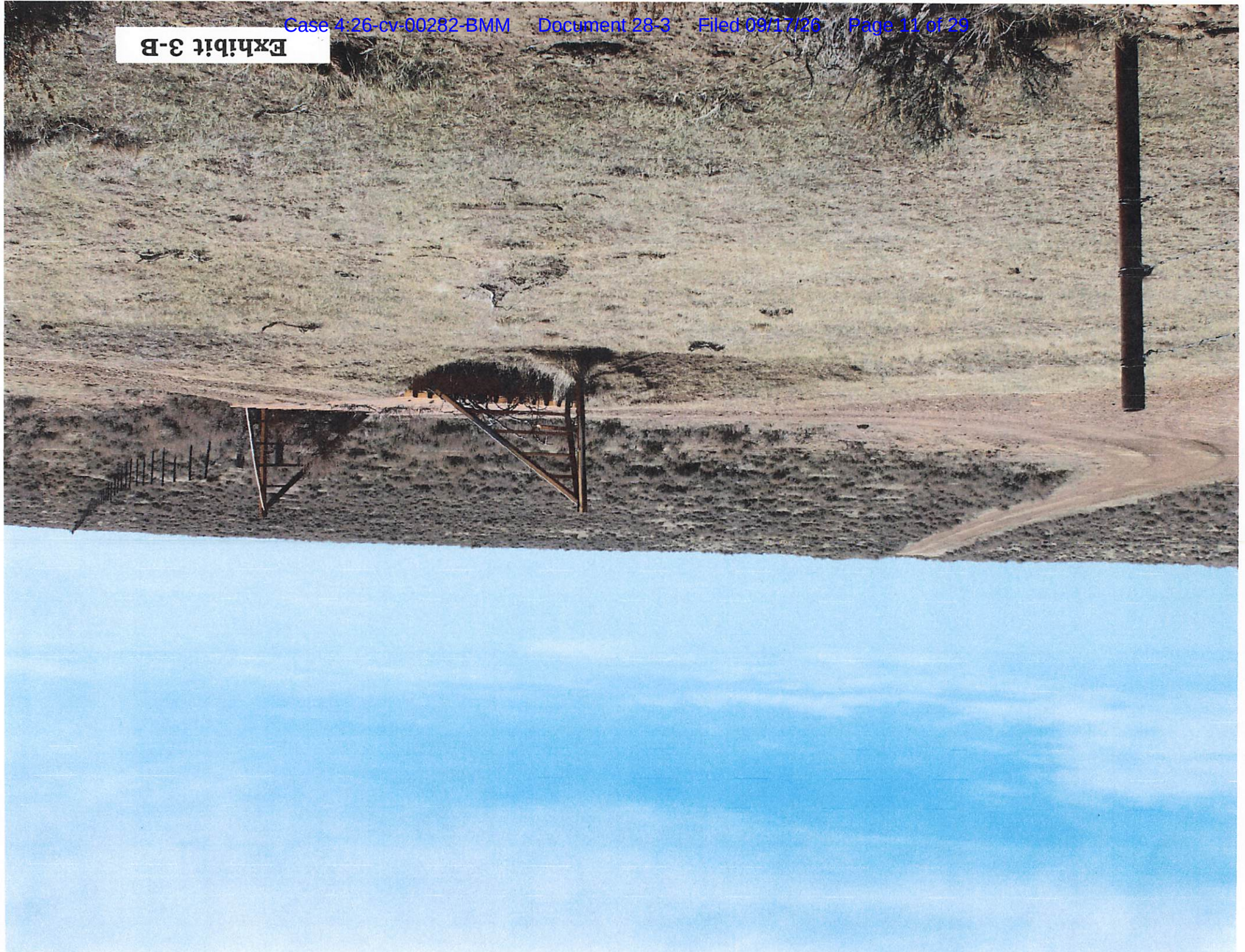


Exhibit 3-C

BEFORE THE PHILLIPS CONSERVATION DISTRICT BOARD OF ADJUSTMENT

IN THE MATTER OF American Prairie Reserve's Petition for Variance from Phillips Conservation District Ordinance 2016-1	SETTLEMENT AGREEMENT
--	-----------------------------

This Settlement Agreement is entered into by and between Petitioner American Prairie Reserve, Respondent Phillips Conservation District ("Conservation District"), and Intervenors South Phillips County Co-operative State Grazing District and Phillips County Livestock Association ("Intervenors") (collectively, "the Parties") concerning American Prairie Reserve's petition for a variance in this proceeding.

WHEREAS the Phillips Conservation District in June 2016 enacted "An Ordinance for the Protection of Soil and Water from All Bison/Buffalo Grazing in Phillips Conservation District" ("the Ordinance");

WHEREAS Section 7(1)(b) of the Ordinance provides that "All bison/buffalo must be tested and certified, by a state veterinarian to be disease free.";

WHEREAS Section 7(1)(e) of the Ordinance provides that "Bison/buffalo must be branded, tattooed, tagged or otherwise identified to track its health status.";

WHEREAS the American Prairie Reserve on October 28, 2016 submitted a petition for a variance from Sections 7(1)(b) and 7(1)(e) of the Ordinance;

WHEREAS the Montana Department of Natural Resources and Conservation convened a Board of Adjustment and appointed a Hearing Examiner to address and resolve the American Prairie Reserve's variance petition;

WHEREAS the Hearing Examiner on June 19, 2019 acknowledged intervention in the Board of Adjustment proceeding by the South Phillips County Co-operative State Grazing District and Phillips County Livestock Association;

WHEREAS the Hearing Examiner on February 10, 2020, issued a recommended decision to the Board of Adjustment that it grant the American Prairie Reserve's motion for summary judgment in the variance proceeding and issue the variance requested by American Prairie Reserve;

WHEREAS the Parties subsequently engaged in good-faith settlement negotiations in an effort to reach a mutually acceptable negotiated resolution in this matter; and

WHEREAS the Parties have now reached a settlement agreement to fully resolve the American Prairie Reserve's variance petition that they wish to present for consideration, approval, and entry of an appropriate order by the Hearing Examiner and Board of Adjustment;

NOW, THEREFORE, through their undersigned counsel, the Parties hereby agree and stipulate as follows:

1. Disease Identification and Management Plan – The American Prairie Reserve will, on an annual basis, consult with a Montana licensed veterinarian to develop or update a written disease identification and management plan based on prior test results and herd observations. As part of the plan, if an occurrence of disease is detected, as defined in paragraph 2.b, the American Prairie Reserve will take responsive action as recommended by a licensed veterinarian and/or directed by any state or federal regulatory agency with jurisdiction over the American Prairie Reserve's operations. The written disease identification and management plan and the results of disease testing will be shared with the Conservation District and Intervenors as described in paragraph 4, infra.

2. Disease Testing and Tagging – The American Prairie Reserve agrees to conduct disease testing of bison in its herd as follows:

a. During the five (5) years following the effective date of this agreement, the American Prairie Reserve will conduct bison-handling operations at each of the properties where it holds bison. During those operations, the American Prairie Reserve will conduct disease testing on an aggregate total of 325 bison. Testing will be conducted for the following diseases (“monitored diseases”):

- Blue tongue
- Bovine viral diarrhea (BVD) types 1 and 2
- Parainfluenza-3 virus (PI3)
- Brucellosis
- Anaplasmosis
- Johne’s disease
- Infectious bovine rhinotracheitis (IBR)
- Leptospirosis

Testing will also be conducted for epizootic hemorrhagic disease (EHD), provided that the number of bison tested for EHD will be consistent with APR’s level of testing for this disease during the five (5) years preceding this agreement. All test samples will be collected by a Montana licensed veterinarian and submitted to the Montana State Diagnostic Lab for evaluation. Testing will be stratified by herd, age, and gender and will focus on testing animals that have never been tested or have not been tested in the last three (3) years. All tested animals will be retained on American Prairie Reserve deeded and/or leased property pending review and evaluation of test results and therefore will be capable of prompt relocation in the event of a test result that necessitates such action. The American Prairie Reserve will invite representatives of the Conservation District and Intervenors to attend and observe all testing events conducted pursuant to this provision.

b. If no occurrence of disease is detected by the conclusion of this initial five-year testing effort described in paragraph 2.a, the American Prairie Reserve will conduct disease testing for the monitored diseases on an aggregate total of 150 bison over the following five years. "Occurrence of disease" shall mean infection with one of the monitored diseases. As to brucellosis, infection will be established by a positive diagnosis based on laboratory testing as determined by the Montana State Veterinarian's office. For other monitored diseases, infection will be established by both development of typical clinical signs as confirmed by a Montana-licensed veterinarian and a confirmed laboratory test result as determined by the Montana State Veterinarian's office. If an occurrence of disease is detected during the duration of this agreement, the resulting response, including any additional monitoring beyond the levels set forth in this agreement, will be established by applicable regulatory authority (e.g., Montana Department of Livestock) if a regulatory response is triggered, or otherwise pursuant to recommendation by a Montana-licensed veterinarian retained by the American Prairie Reserve. The American Prairie Reserve will invite representatives of the Conservation District and Intervenor to attend and observe all testing events conducted pursuant to this provision.

c. The American Prairie Reserve will, on an ongoing basis for the duration of this agreement, observe its bison herd for signs of disease two days per year with American Prairie Reserve staff and a Montana licensed veterinarian present. If the veterinarian deems a bison suspect of any monitored disease through observation, American Prairie Reserve staff will immobilize the bison and the veterinarian will collect samples for testing. All samples will be submitted to the Montana State Diagnostic Lab for evaluation. Immobilization is contingent on acceptable environmental conditions and impacts on animal health. Observation dates will be determined by the availability of American Prairie Reserve staff and the veterinarian. The

American Prairie Reserve will invite representatives of the Conservation District and Intervenor to attend and observe all activities conducted pursuant to this provision.

d. With respect to bison that escape from American Prairie Reserve deeded and/or leased property and, in the judgment of responsible American Prairie Reserve staff, must be chemically immobilized to be returned to American Prairie Reserve deeded and/or leased property, the American Prairie Reserve will, on an ongoing basis for the duration of this agreement, test such bison for monitored diseases, provided that a Montana licensed veterinarian is available to collect testing samples. In addition, if the escaped bison are off of American Prairie Reserve deeded and/or leased property for more than 24 hours and observed to be in close contact with other livestock (in the same confined area or within 200 feet), at least one of the bison will be captured or chemically immobilized and a sample will be collected for testing for monitored diseases, provided that a Montana licensed veterinarian is available to collect testing samples. All samples will be submitted to the Montana State Diagnostic Lab for evaluation. The results of any testing conducted on escaped bison will be shared with the Conservation District, Intervenor, and the landowner(s) whose deeded or leased property was occupied by any such escaped bison.

e. All bison that are tested or otherwise handled by the American Prairie Reserve pursuant to this agreement or for any other reason as part of the American Prairie Reserve's ongoing operations will, on an ongoing basis for the duration of this agreement, be individually identified and tagged.

3. Vaccination – The American Prairie Reserve will, on an ongoing basis for the duration of this agreement, vaccinate for brucellosis any pre-yearling heifers that are imported to the American Prairie Reserve's herd.

4. Information Sharing – The American Prairie Reserve will, on an annual basis for the duration of this agreement, share information with the Phillips Conservation District as follows:

a. The American Prairie Reserve will coordinate with the Conservation District and Intervenors to jointly schedule a meeting at which representatives of the American Prairie Reserve will provide an update on American Prairie Reserve operations, including sharing the American Prairie Reserve’s disease identification and management plan and/or any updates to that plan; all disease testing results from that year; current bison ear tag and/or other identification data; any fence maintenance or construction on American Prairie Reserve property; and any imports or exports of bison to or from the American Prairie Reserve’s herd.

b. The American Prairie Reserve will provide the Conservation District and Intervenors with a written report of any bison escapes from its property, including the location and details of any such escape; any remedial measures undertaken; and the results of any disease testing conducted at any time on escaped animals. During the annual meeting provided for in Section 4.a, supra, the American Prairie Reserve will discuss with representatives of the Conservation District and Intervenors any escape incidents and any proposals for additional remedial or preventive measures.

c. The American Prairie Reserve will invite representatives of the Conservation District and Intervenors on a tour of the American Prairie Reserve’s year-round bison grazing pastures, which will include observation of range conditions and discussion of any concerns regarding range conditions in American Prairie Reserve’s bison grazing pastures.

5. Joint Proposal for Variance Order – The Parties will submit a joint proposal to the Board of Adjustment for entry of an order pursuant to Mont. Code Ann. § 76-15-725 and Section

13 of Phillips County Ordinance 2016-1 granting to the American Prairie Reserve a variance from sections 7(1)(b) and 7(1)(e) of the Ordinance on the terms set forth in this agreement. This joint proposal will include stipulated findings as to the requirements for entry of a variance order set out in Mont. Code Ann. § 76-15-725 and section 13 of the Ordinance. Further, the joint proposal will provide that the terms of the Parties' settlement agreement, as embodied in the proposed variance order, will be enforceable pursuant to sections 8 through 11 of Ordinance 2016-1 and Mont. Code Ann. § 76-15-709. The stipulated findings are limited to this variance proceeding. By stipulating to these findings no party waives any future claim or argument as to the Ordinance except as specified in this settlement agreement.

6. Duration – The Parties agree that, except as provided in paragraph 12, infra, this agreement and the stipulations thereto shall be in effect for a term of ten (10) years.

7. Future Conduct – After the effective date of this agreement and for the duration of this agreement, the American Prairie Reserve agrees to forego any further challenge to sections 7(1)(b) and 7(1)(e) of the Ordinance. After the effective date of this agreement and for the duration of this agreement, the Conservation District and Intervenors agree to forego any further proposals or attempts to enact land use regulations imposing animal disease-testing or identification requirements that are inconsistent with the terms of this settlement agreement.

8. Changed Circumstances – If there is a change in the circumstances upon which this agreement is based, the Parties will meet and attempt to negotiate in good faith an amendment to the foregoing agreed terms.

9. Entire Agreement – This Settlement Agreement contains all of the agreement between the Parties, and is intended to be the final and sole agreement between them. The Parties agree that any prior or contemporaneous representations or understanding not explicitly

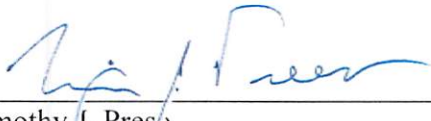
contained in this written agreement, whether written or oral, are of no further legal or equitable force or effect.

10. Authorization to Act – The undersigned representatives of each party certify that they are fully authorized by the party they represent to enter into the terms of this agreement and do hereby agree to its terms.

11. Choice of Law – The laws of the State of Montana shall govern the interpretation of this agreement.

12. Effective Date – The effective date of this agreement shall be the date upon which the Board of Adjustment issues an order granting to the American Prairie Reserve a variance from sections 7(1)(b) and 7(1)(e) of the Ordinance on the terms set forth in this agreement. If, for any reason, the Board of Adjustment rejects or otherwise fails to grant to the American Prairie Reserve a variance from sections 7(1)(b) and 7(1)(e) of the Ordinance on the terms set forth in this agreement, or if such variance is invalidated or otherwise terminated for any reason, then this agreement will become null and void and the American Prairie Reserve may resume efforts to advance its petition for variance in this proceeding.

Dated: December 11, 2020



Timothy J. Press
Counsel for American Prairie Reserve

Dated: December 11, 2020

Caitlin Overland
Counsel for Phillips Conservation District

Dated: December 11, 2020

Jack G. Connors
Counsel for South Phillips County Co-operative State Grazing District and Phillips County Livestock Association

contained in this written agreement, whether written or oral, are of no further legal or equitable force or effect.

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Dated: December 11, 2020



Timothy J. Preso
Counsel for American Prairie Reserve

Dated: December 11, 2020



Caitlin Overland
Counsel for Phillips Conservation District

Dated: December 11, 2020

Jack G. Connors
Counsel for South Phillips County Co-operative State Grazing District and Phillips County Livestock Association

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12. Effective Date – The effective date of this agreement shall be the date upon which the Board of Adjustment issues an order granting to the American Prairie Reserve a variance from sections 7(1)(b) and 7(1)(e) of the Ordinance on the terms set forth in this agreement. If, for any reason, the Board of Adjustment rejects or otherwise fails to grant to the American Prairie Reserve a variance from sections 7(1)(b) and 7(1)(e) of the Ordinance on the terms set forth in this agreement, or if such variance is invalidated or otherwise terminated for any reason, then this agreement will become null and void and the American Prairie Reserve may resume efforts to advance its petition for variance in this proceeding.

Dated: December 11, 2020

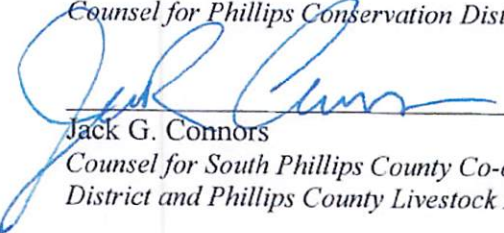


Timothy J. Preso
Counsel for American Prairie Reserve

Dated: December 11, 2020

Caitlin Overland
Counsel for Phillips Conservation District

Dated: December 11, 2020



Jack G. Connors
Counsel for South Phillips County Co-operative State Grazing District and Phillips County Livestock Association

Exhibit 3-D

BEFORE THE PHILLIPS CONSERVATION DISTRICT BOARD OF ADJUSTMENT

IN THE MATTER OF American Prairie Reserve's Petition for Variance from Phillips Conservation District Ordinance 2016-1	VARIANCE ORDER
--	-----------------------

The Phillips County Board of Adjustment (the "Board") convened on January 21, 2021, to consider the Joint Stipulation and Motion for Approval of Settlement Agreement and Issuance of Variance Order filed by Petitioner American Prairie Reserve, Respondent Phillips Conservation District, and Intervenor South Phillips County Co-operative State Grazing District and Phillips County Livestock Association (collectively, "the Parties").

Upon consideration of the Joint Stipulation; the settlement agreement entered into by the Parties ("Settlement Agreement"); the Hearing Examiner's Recommended Decision on Motions for Summary Judgment dated February 10, 2020; and the entire record of this proceeding, the Board hereby finds and orders as follows:

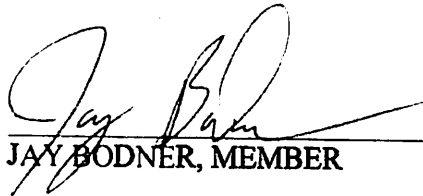
1. The Settlement Agreement is hereby approved.
2. Given that the parties reached a mutual settlement before a final hearing occurred, the Board is unable to render findings of fact based on the testimony at the hearing; however, based on contents of the Settlement Agreement, Joint Stipulation, and the factual findings in the Hearing Examiner's Recommended Decision on Motions for Summary Judgment, the Board finds that a variance is warranted under the criteria set forth in Mont. Code Ann. §§ 76-15-723 to -725.

3. Issuance to Petitioner American Prairie Reserve of a variance from sections 7(1)(b) and 7(1)(e) of Phillips Conservation District Ordinance 2016-1 on the terms set forth in the Settlement Agreement is necessary and proper under the circumstances.

4. Accordingly, pursuant to Mont. Code Ann. § 76-15-725 and Section 13 of Phillips Conservation District Ordinance 2016-1, a variance from sections 7(1)(b) and 7(1)(e) of Phillips Conservation District Ordinance 2016-1 is hereby granted to Petitioner American Prairie Reserve on the terms set forth in the Settlement Agreement, which are adopted and incorporated as conditions of the variance granted by this order. The terms of the Settlement Agreement, as adopted and incorporated in the variance granted by this order, will be enforceable pursuant to sections 8 through 11 of Ordinance 2016-1 and Mont. Code Ann. § 76-15-709.

DONE AND DATED this 21st day of January, 2021 by a unanimous vote.

BY ORDER OF THE PHILLIPS CONSERVATION DISTRICT BOARD OF
ADJUSTMENT.


JAY BODNER, MEMBER

DALE KRAUSE, MEMBER

DAVE HINMAN, MEMBER

3. Issuance to Petitioner American Prairie Reserve of a variance from sections 7(1)(b) and 7(1)(e) of Phillips Conservation District Ordinance 2016-1 on the terms set forth in the Settlement Agreement is necessary and proper under the circumstances.

4. Accordingly, pursuant to Mont. Code Ann. § 76-15-725 and Section 13 of Phillips Conservation District Ordinance 2016-1, a variance from sections 7(1)(b) and 7(1)(e) of Phillips Conservation District Ordinance 2016-1 is hereby granted to Petitioner American Prairie Reserve on the terms set forth in the Settlement Agreement, which are adopted and incorporated as conditions of the variance granted by this order. The terms of the Settlement Agreement, as adopted and incorporated in the variance granted by this order, will be enforceable pursuant to sections 8 through 11 of Ordinance 2016-1 and Mont. Code Ann. § 76-15-709.

DONE AND DATED this 21st day of January, 2021 by a unanimous vote.

BY ORDER OF THE PHILLIPS CONSERVATION DISTRICT BOARD OF
ADJUSTMENT.

JAY BODNER, MEMBER



DALE KRAUSE, MEMBER

DAVE HINMAN, MEMBER

3. Issuance to Petitioner American Prairie Reserve of a variance from sections 7(1)(b) and 7(1)(e) of Phillips Conservation District Ordinance 2016-1 on the terms set forth in the Settlement Agreement is necessary and proper under the circumstances.

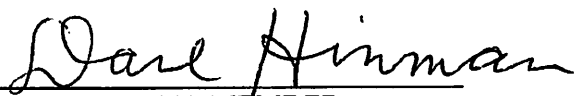
4. Accordingly, pursuant to Mont. Code Ann. § 76-15-725 and Section 13 of Phillips Conservation District Ordinance 2016-1, a variance from sections 7(1)(b) and 7(1)(e) of Phillips Conservation District Ordinance 2016-1 is hereby granted to Petitioner American Prairie Reserve on the terms set forth in the Settlement Agreement, which are adopted and incorporated as conditions of the variance granted by this order. The terms of the Settlement Agreement, as adopted and incorporated in the variance granted by this order, will be enforceable pursuant to sections 8 through 11 of Ordinance 2016-1 and Mont. Code Ann. § 76-15-709.

DONE AND DATED this 21st day of January, 2021 by a unanimous vote.

BY ORDER OF THE PHILLIPS CONSERVATION DISTRICT BOARD OF
ADJUSTMENT.

JAY BODNER, MEMBER

DALE KRAUSE, MEMBER



DAVE HINMAN, MEMBER

Exhibit 3-E

2022 apr test results			
	Positive	Tested	% Positive
Bluetongue	23	121	19.0%
Anaplasmosis	33	121	27.3%
Parainfluenza 3	72	121	59.5%
EHD	17	30	56.7%
Bovine Herpesvirus -1 SN	3	120	2.5%
Lepto			
Canicola	0	121	0.0%
hardjo	0	121	0.0%
ictero	6	121	5.0%
grippo	8	121	6.6%
pomona	13	121	10.7%
autumnails	27	121	22.3%
bratislava	31	121	25.6%
Lepto total	85	121	70.2%

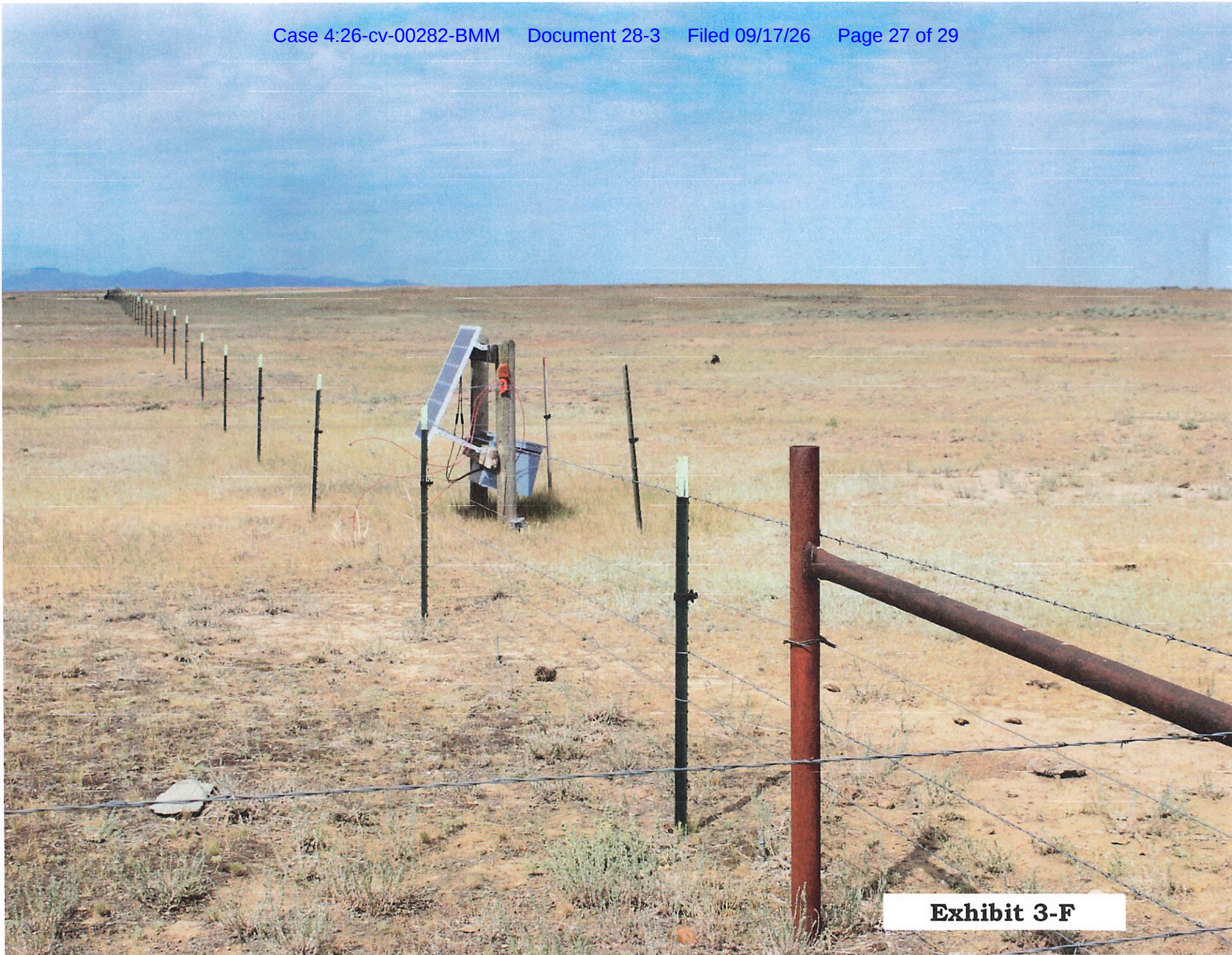


Exhibit 3-F

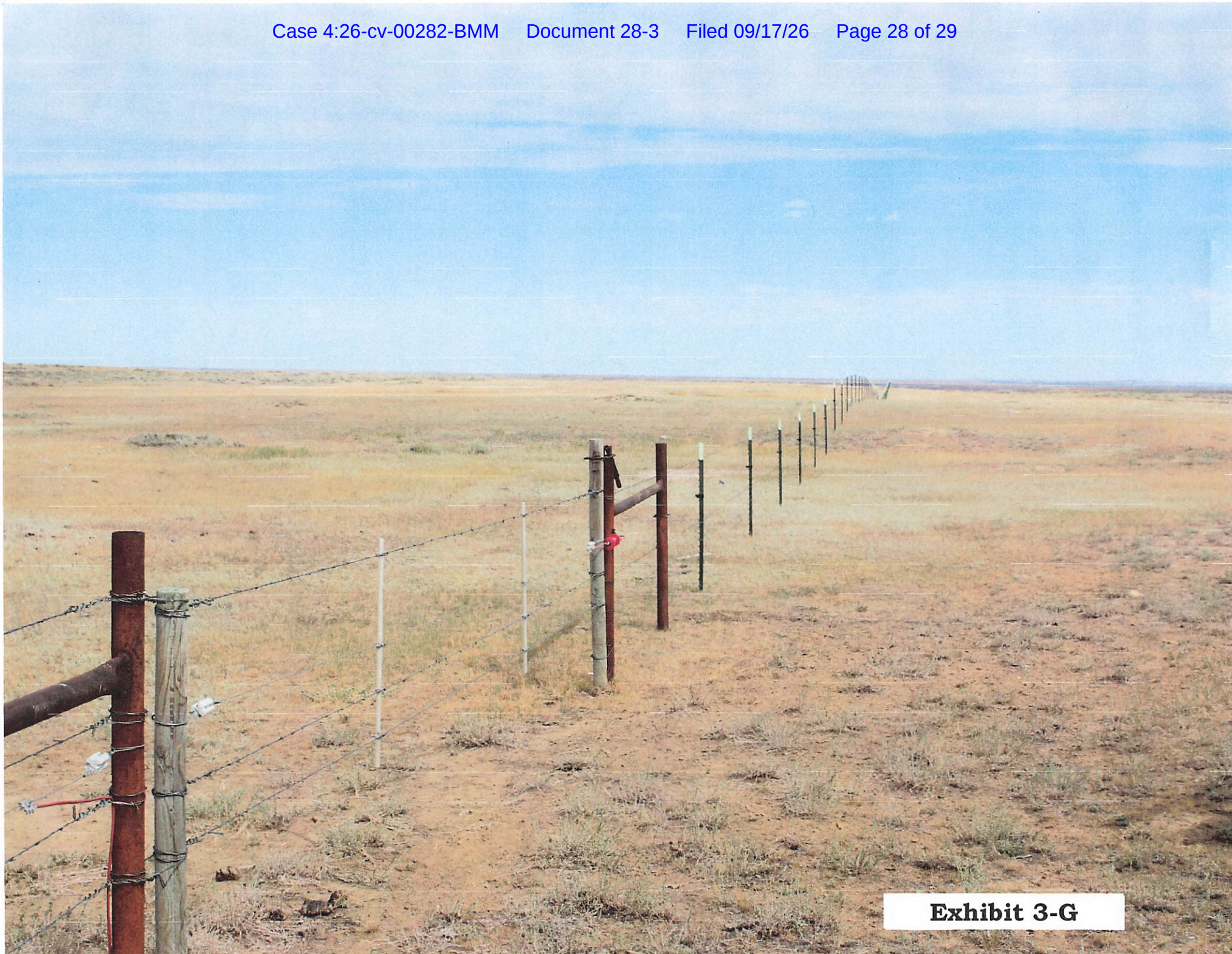


Exhibit 3-G



Exhibit 3-H

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annalisa@buddfalen.com

*Attorneys for Intervenor the Montana
Stockgrowers Association, Inc. and
South Phillips County Cooperative
State Grazing District*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION**

AMERICAN PRAIRIE FOUNDATION,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF THE
INTERIOR; DOUG BURGUM, in his official
Capacity as Secretary of the United States
Department of the Interior; UNITED STATES
BUREAU OF LAND MANAGEMENT; and
STEVEN PEARCE, in his official capacity as
Director of the United States Bureau of Land
Management,

Defendants.

Case 4:26-cv-00282-BMM

**AFFIDAVIT OF
RAYLEE HONEYCUTT**

I, Raylee Honeycutt, of legal age, after being first duly sworn upon her
oath, deposes and states as follows:

1. I am over the age of 18 years. I have personal knowledge of the facts stated within this affidavit. If called as a witness, I would be competent to testify to these facts.

2. I am the Executive Vice President of the Montana Stockgrowers Association.

3. I work on policy and legislative efforts that promote the cattle industry. My areas of focus include agency oversight, environmental regulation, natural resources, taxation, water policy, private property rights, and public land use.

4. The Montana Stockgrowers Association is a coalition of cattle ranchers, led by cattle ranchers, who advocate for the cattle industry and policies that protect the land, livestock and the legacy of our industry.

5. Our mission is to ensure that cattle ranching remains a safe, relevant, and sustainable way of life for generations to come.

6. For over 140 years, Montana Stockgrowers Association has worked through state and national legislative and regulatory channels to achieve the goals and needs of its members in issues like cattle diseases, federal lands grazing, trade and other topics that shape the business environment for cattle ranchers.

7. We work closely with organizations like the South Phillips County Cooperative State Grazing District, Montana Association of State Grazing Districts and the Phillips County Livestock Association.

8. Many of our members are also members of a grazing district.

9. Our members have experienced a variety of issues associated with the American Prairie Foundation's ("American Prairie") bison grazing operations.

10. Many of our members own or operate ranches adjacent to, or in close proximity to, areas where American Prairie seeks to graze bison and are directly affected by decisions authorizing bison grazing on lands managed by the Bureau of Land Management ("BLM").

11. In addition, at least one of our members share grazing allotments in common with American Prairie where American Prairie is seeking authorization to graze their bison.

12. As a result of their proximity to American Prairie's bison operations and their use of the subject grazing allotments, our members have experienced a variety of operational and economic impacts.

13. These impacts include bison trespassing onto private property or grazing allotments intended for cattle grazing, damage to fences, electrification of fences, and difficulties gathering and managing livestock in areas where bison are present.

14. In light of these issues affecting many of our members, our membership has identified the protection of public land grazing as one of our federal policy priorities.

15. Exhibit A attached hereto is a true and accurate copy of the Montana Stockgrowers Association's 2026-2027 Federal Policy Priorities.

16. This priority entails advocating for the enforcement of the Taylor Grazing Act.

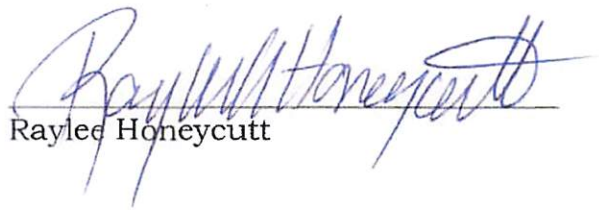
17. Specifically, our members advocate that BLM-managed lands are available for grazing livestock and maintain that bison are not "livestock" authorized to graze pursuant to the Taylor Grazing Act.

18. The Montana Stockgrowers Association was formed to advocate on behalf of cattle ranchers and to protect the resources upon which their operations depend. The members' efforts to ensure that BLM-managed grazing allotments remain available only for livestock grazing is consistent with that purpose.

Under penalty of perjury, I declare the foregoing to be true and correct.

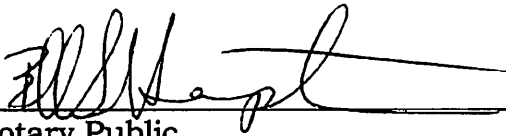
FURTHER AFFIANT SAYETH NAUGHT.

DATED this 2 day of September 2026.


Raylee Honeycutt

STATE OF MONTANA)
COUNTY OF Lewis & Clark) ss.

On this 2nd day of September 2026, before me personally appeared Raylee Honeycutt, known to me to be the person described herein and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed for the uses and purposes therein set forth.



Notary Public

My Commission Expires:

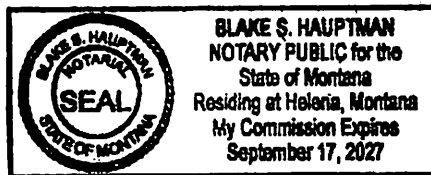




Exhibit 4-A

MONTANA STOCKGROWERS ASSOCIATION

The Montana Stockgrowers Association (MSGA) is a grassroots membership organization that has served as the trusted voice for the cattle industry and Montana's cattle ranching families since 1884. Our work protects and enhances Montana ranch families' ability to grow and deliver safe, healthy, sustainably produced beef to the world. To achieve this mission, we represent our members and the policy they set while working to ensure cattle ranching remains a relevant, safe, and sustainable way of life for generations to come.

2026-2027 FEDERAL POLICY PRIORITIES

CREATE A FAVORABLE TAX CLIMATE FOR RANCHERS

- Eliminate the death tax.
- Create tax incentives to keep land in food production.

IMPROVE GOVERNMENT PROGRAMS

- Continue to improve Livestock Risk Protection (LRP).
- Simplify government financing programs for young producers.

FIND SOLUTIONS FOR AG LABOR CHALLENGES

- Cultivate workers with an understanding of the cattle industry and foster skill development for industry workers.
- Improve the H-2A program to allow for the industry to better utilize foreign labor as a solution for future labor needs.

MINIMIZE BARRIERS TO ENTRY FOR YOUNG OR BEGINNING LIVESTOCK PRODUCERS

- Work to mitigate factors outside of livestock production that reduce access to land.
- Address challenges first-generation ranchers or ranchers seeking to expand experience with securing capital.

PROTECT PUBLIC LAND GRAZING

- Advocate for the enforcement of the Taylor Grazing Act.
- Highlight the benefits of livestock grazing as a tool to reduce fuel loads and lower the risk of catastrophic wildfires.

ENGAGE IN THE ENDANGERED SPECIES AND LAND DESIGNATIONS PROCESS

- Advocate for state managed grizzly bears and maintain the wolf delisting.

ENSURE FEDERAL AGENCIES ARE ADEQUATELY FUNDED

- Work to maintain adequate funding levels for federal agencies that provide services for animal health, wildlife management, and land management.

Exhibit 5

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*Attorneys for Intervenors the Montana
Stockgrowers Association, Inc. and
South Phillips County Cooperative
State Grazing District*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION**

AMERICAN PRAIRIE FOUNDATION,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF THE
INTERIOR; DOUG BURGUM, in his official
Capacity as Secretary of the United States
Department of the Interior; UNITED STATES
BUREAU OF LAND MANAGEMENT; and
STEVAN PEARCE, in his official capacity as
Director of the United States Bureau of Land
Management,

Defendants.

Case 4:26-cv-00282-BMM

**AFFIDAVIT OF
GREG OXARART**

I, Greg Oxarart, of legal age, after being first duly sworn upon his oath,
deposes and states as follows:

1. I am over the age of 18 years. I have personal knowledge of the facts stated within this affidavit. If called as a witness, I would be competent to testify to these facts.

2. I am the President of the South Phillips Cooperative State Grazing District.

3. I have served as president since 1993.

4. The South Phillips Cooperative State Grazing District is a nonprofit association formed on September 10, 1930 pursuant to Montana Law Title 76-16-102.

5. The purpose of the district is to help ranchers cooperatively manage and protect grazing resources, coordinate the use of intermingled public and private lands and work with federal agencies on grazing matters affecting its members. The district was created, in part, to reduce conflicts among livestock producers by providing a fair and organized system to administer grazing privileges on shared grazing lands.

6. All seven allotments that are the subject of this appeal — Telegraph Creek, Box Elder, Flat Creek, Whiterock Coulee, East Dry Fork, French Coulee and Garey Coulee — are within the South Phillips County Cooperative State Grazing District's jurisdiction.

7. The South Phillips County Cooperative State Grazing District holds an annual meeting each year in conjunction with the North Phillips County Cooperative State Grazing District.

8. The BLM is invited to these annual meetings.

9. At no time since 2017 has the BLM raised issues related to American Prairie Foundation's grazing plan or application during an annual meeting.

10. Exhibit A attached hereto is the MOU between the Montana Grass Conservation Commission and the Bureau of Land Management U.S. Department of the Interior Montana State Office.

11. Exhibit B attached hereto is the Cooperative Agreement between the South Phillips County Cooperative State Grazing District, the Montana Grass Conservation Commission, and the Bureau of Land Management U.S. Department of Interior Malta Field Office authorized by the MOU.

12. Outside of public meetings for all of the general public, the BLM did not directly engage in consultation, cooperation, or coordination with the South Phillips County Cooperative State Grazing District to determine the time, intensity, and duration of grazing lands intermingled with State District Lands as required by the MOU.

13. Outside of public meetings for all of the general public, the BLM did not directly consult with the South Phillips County Cooperative State Grazing District during the Development of the Environmental Assessment as required by the MOU.

14. Other than notices to the general public, the BLM did not directly notify the South Phillips County Cooperative State Grazing District for recommendations on the Environmental Assessment as required by the Cooperative Agreement.

15. The BLM did not involve the South Phillips County Cooperative State Grazing District in the development of the Final Decision which the BLM has stated serves as a "functional allotment management plan" as required by the MOU and Cooperative Agreement.

16. The BLM did not request the South Phillips County Cooperative State Grazing District's approval of the Final Decision which is the "functional allotment management plan" as required by the Cooperative Agreement.

17. The BLM did not request the South Phillips County Cooperative State Grazing District's approval for any allotment assessments for the Environmental Assessment required by the Cooperative Agreement.

Under penalty of perjury, I declare the foregoing to be true and correct.

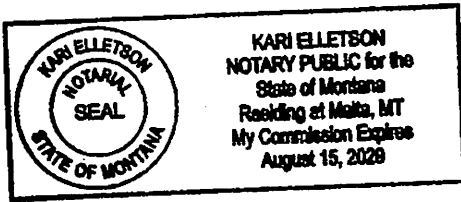
FURTHER AFFIANT SAYETH NAUGHT.

DATED this 2 day of September 2026.


Greg Oxarart

STATE OF MONTANA)
COUNTY OF Phillips) ss.

On this 2 day of September 2026, before me personally appeared Greg Oxarart, known to me to be the person described herein and who executed the foregoing instrument, and who acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein set forth.



Kari Elletson
Notary Public

My Commission Expires: Aug. 15, 2029

Exhibit 5-A

BLM-MOU-MT923-0318

MEMORANDUM OF UNDERSTANDING

Between

MONTANA GRASS CONSERVATION COMMISSION

And

BUREAU OF LAND MANAGEMENT

U.S. DEPARTMENT OF THE INTERIOR

MONTANA STATE OFFICE

I. PURPOSE

This Memorandum of Understanding is between the Bureau of Land Management, hereinafter called the Bureau, and the Montana Grass Conservation Commission, hereinafter called the Commission.

The purpose of this agreement is to create an atmosphere of cooperation and mutual trust between the Bureau and the Commission. A working agreement founded on these principles will allow the Bureau, the Commission and the Cooperative State Grazing Districts to achieve the objectives spelled out in the Federal Land Policy and Management Act, Public Rangelands Improvement Act, the Taylor Grazing Act and the Montana Grass Conservation Act.

II. DEFINITIONS

A. Cooperative State Grazing District (hereinafter called State District) - a district organized and operating under the provisions of the Montana Grass Conservation Act of 1939 as amended.

B. Bureau Field Office - An administrative subdivision of the Bureau of Land Management.

C. Cooperative Agreement - an agreement between the Commission, State Districts, and the BLM to foster coordination and cooperation in the management of State District lands and BLM public lands.

D. Public lands - those lands owned by the United States under the jurisdiction of the Bureau of Land Management.

E. State District Lands - all lands owned, leased or controlled by the State District or its members.

F. Multiple Use - the doctrine that a given piece of land may have many uses to people. (FLPMA - PL94-579 - Sec. 103 (c))

G. Montana Grass Conservation Commission (hereafter called Commission) was created in 1999, and was given the powers necessary or incidental to carry out the full purposes of the Grass Conservation Act.

III. POLICY

The Commission, State Districts, and the Bureau are interested in livestock grazing and the management of forage producing BLM lands. This Memorandum of

Understanding reaffirms that interest, but also recognizes that non-livestock uses (multiple-use) of BLM lands depend on the cooperation of many. Through consultation, cooperation, and coordination the parties will work to resolve management issues and conflicts which may occur.

To coordinate the use of public lands and the State District-controlled lands within the boundaries of Cooperative State Grazing Districts, the Commission, and the Bureau set forth the following policies, objectives and principles.

IV. AUTHORITY

The Bureau of Land Management, in accordance with the Federal Land Policy and Management Act, Public Rangeland Improvement Act, Taylor Grazing Act, the National Environmental Policy Act and the Commission under the Grass Conservation Act, Title 76, Chapter 16, Montana Code Ann., have similar purposes in providing for (but not limited to) the conservation, protection, restoration, productivity, and proper utilization of forage and rangeland resources.

V. RESPONSIBILITY

A. The Bureau

Regulations implementing the Federal Land Policy and Management Act (43 U.S.C. 1701 et seq.), the Public Rangeland Improvement Act of 1978 (43 U.S.C. 1901), the Taylor Grazing Act of June 28, 1934, as amended (43 U.S.C. 315, 315a-315n), the National Environmental Policy Act (42 U.S.C. 4321), and other applicable Federal Law regulate the management and use of the public lands. The Secretary of the Interior sets policies and establishes rules having the force and effect of law, which control and define the duties and authorities of Bureau officials. The Bureau may enter into cooperative agreements that are consistent with Federal laws and regulations. The Bureau must consider environmental implications of all actions planned or taken, as required by applicable law. The following major principles result:

The Bureau will manage the public lands in accordance with the Congressional directives provided in the Federal Land Management and Policy Act, the Public Rangeland Improvement Act, the National Environmental Policy Act and the Taylor Grazing Act, as well as other public land laws. In furtherance of these directives, the Bureau will manage the grazing use of the public lands based on the principle of multiple use and sustained yield in accordance with applicable land use plans, while providing for the sustainability of the western livestock industry and communities that are dependent upon productive, healthy public rangelands.

1. Grazing preferences are attached to base property owned or controlled by a permittee or lessee.
2. Federal grazing preferences and the use and enjoyment thereof may be established, revoked, reduced or otherwise modified under the provisions of the Federal Land Policy and Management Act, Public Rangeland Improvement Act, the Taylor Grazing Act, in accordance with the grazing regulations.

B. The Commission

The Commission supervises and coordinates the formation and operation of State Districts. The Commission, on behalf of and with the consent of State Districts, is empowered to cooperate and enter agreements on behalf

of a State District to administratively promote and foster cooperation with the Secretary of the Interior through the federal agencies. State Districts are a form of grazing administration set up to aid in the unification or control of all grazing lands within the state where ownership is diverse and the lands intermingled. They promote stabilization of the livestock industry and the improved management and protection of dependent commensurate ranch properties.

C. Coordinated Administration

In order that the highest possible degree of coordination can exist, the State District(s) will designate a representative or key-contacts and the BLM Field Office Manager(s) will furnish a representative to meet with the State District Boards at their regular meetings. The representative from the BLM will confer with the boards on all matters concerning the administration of the lands involved in this agreement, such as considering applications, issuance of permits, actions regarding excess and unauthorized use, range improvements, allotment management plans, etc.

VI. MANAGEMENT CONSIDERATIONS

A. Cooperative agreements

1. A cooperative agreement may be entered into between the Commission and a BLM Field Manager, on behalf of and with the consent of any State District. The cooperative agreement, which implements this memorandum of understanding, provides the opportunity to identify and cope with unique operational problems peculiar to individual State Districts and the BLM Field Office.
2. Each agreement will be effective upon consent by the State District, and approval by the Commission and the BLM Field Office. Provisions for review, updating and cancellation will be the same as for this Memorandum of Understanding.
3. Once consummated, a new Cooperative agreement, together with this memorandum of understanding, supersedes any existing cooperative agreement between the Bureau and an individual State District.

B. Grazing Capacities and Levels of Uses

1. Allowable grazing authorizations, and forage allocations will be determined and made for all BLM allotments based upon assessment and monitoring in accordance with BLM land management plans.
2. Where BLM has authorized grazing of BLM lands, and these lands are intermingled with and grazed at the same a time as State District lands, the BLM, the State District and the affected permittees or lessees, through consultation, cooperation and coordination, shall determine the time, intensity and duration of grazing of the intermingled lands.
3. The State District will make the final determination of grazing capacities on all other State District lands.

C. Management Plans

1. Allotment management plans are provided for in the Federal Land Policy and Management Act, Public Rangeland Improvement Act and Taylor Grazing Act. Allotment management plans may be

cooperatively developed between the affected permittees or lessees involved the State Districts and the BLM Field Manager.

2. A State District may develop allotment management plans on its own initiative using technical information made available by the Bureau and others. Bureau review and approval of an AMP, is required where public lands are involved.

D. Environmental Impact Statement

When the Bureau undertakes to write Environmental Impact Statement on any of the federal/public lands within State Grazing Districts, the Bureau will notify the Commission and the Grazing District involved prior to drafting the EIS and will call for their comment and review during each stage of the EIS process.

E. Trespass

In the event a trespass is discovered or brought to the attention of either party, the other party will be immediately notified and immediate action will be taken to resolve the trespass in accordance with the Cooperative Agreement.

F. Communication

The BLM and Commission agree to keep each other informed at least annually of all ongoing programs and activities. Each party also agrees, in the event special actions require immediate attention, they will notify the other party before such action is taken.

VI. ADMINISTRATIVE CONSIDERATIONS

A. Reviewing and Updating

The parties to this memorandum of understanding will meet at least once a year to review progress and/or problems and will review and update this memorandum as changes in policy and other needs as required.

B. Effective Date - Termination

This Memorandum of Understanding will be effective when signed by the parties and will continue in effect unless terminated by the parties involved. Further, this memorandum may be terminated by either party after thirty (30) days notice. Cancellation or termination of the MOU shall not affect existing grazing permits.

1. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities.
2. Nothing in this MOU shall obligate the BLM to expend appropriations or to enter into any contract or other obligation. Specific work projects or activities that involve the transfer of funds, services, or property between the parties to this MOU will require the execution of separate agreements or contracts, contingent upon the availability of funds as appropriated by Congress. Each subsequent agreement or arrangement involving the transfer of funds, services, or property between the parties to the MOU must comply with all applicable statutes and regulations, including those statutes and regulations applicable to procurement activities, and must be independently authorized by appropriate statutory authority.

Bureau of Land Management

By Marion V. Jinn Date 12/10/03
State Director-Montana

Montana Grass Conservation Commission

By Bill Loehding Date 12/14/03
Grass Commission - Chairman

Exhibit 5-B

COOPERATIVE AGREEMENT
Between
SOUTH PHILLIPS COOPERATIVE STATE GRAZING DISTRICT
And
THE MONTANA GRASS CONSERVATION COMMISSION
And
BUREAU OF LAND MANAGEMENT
U.S. DEPARTMENT OF INTERIOR
MALTA FIELD OFFICE

I. PURPOSE

This Cooperative Agreement is between the South Phillips Cooperative State Grazing District, hereinafter called the District, and the Malta Field Office of the Bureau of Land Management, hereinafter called the Bureau and the Montana Grass Conservation Commission hereinafter referred to as the Commission.

The provisions of the Memorandum of Understanding between the Montana State Director of the Bureau of Land Management and the Montana Grass Conservation Commission, dated December 10, 2003, are hereby incorporated into this agreement.

Where appropriate delegations of authority have been made from the Bureau District Manager to a Bureau Field Manager.

II. POLICY

Subject to the policy stated in the Memorandum of Understanding dated December 10, 2003 between the Montana Grass Conservation Commission and the Bureau of Land Management.

III. AUTHORITY

Subject to the authority stated in the Memorandum of Understanding dated December 10, 2003 between the Montana Grass Conservation Commission and the Bureau of Land Management.

IV. RESPONSIBILITY

Subject to the responsibility stated in the Memorandum of Understanding dated December 10, 2003 between the Montana Grass Conservation Commission and the Bureau of Land Management.

V. MANAGEMENT CONSIDERATIONS

The parties hereby do agree to the following rules and procedures:

- 1.) Environmental Impact Statements

RECEIVED

FEB 17 2016

**MALTA FIELD
OFFICE**

When Grazing or other Environmental Impact Statements involve any of the lands within a State Grazing District, the Bureau will notify the Commission and Grazing District(s) involved and will call for their recommendations, usually through public meetings with the District membership. Allowable grazing authorizations and forage allocations will be determined and made for all allotments based upon assessments and monitoring in accordance with BLM land use planning process after public review with the public at large.

2.) Allotment Management Plans

The Bureau Field Manager/Field Station Manager will periodically review with the District the priority lists for new plans as well as progress on existing plans.

In accordance with the Federal Land Policy and Management Act and Public Rangeland Improvement Act, AMPs will be prepared in careful and considered consultation, cooperation, and coordination with lessees, permittees and landowners involved, the Bureau's advisory councils established pursuant to Section 403 of the Federal Land Policy and Management Act (43 USC 1753 as amended and updated), and any State or States having lands or other affected interest to be covered by such allotment management plan. After the details are worked out, the AMP will be presented to the District for review. District approval will be requested when District controlled lands, as defined in the Memorandum of Understanding, are involved. Where permittee/lessee, District, and BLM are unable to agree on an AMP and intensive grazing management has been determined necessary, a meeting of the District, BLM, permittee(s) and the Commission will be held to resolve concerns. When resolution cannot be reached, the Bureau in accordance with applicable law, may incorporate a grazing treatment with specific terms and conditions into a permit by decision.

3.) Standards for Rangeland Health and Guidelines for Livestock Grazing

In accordance with the Standards for Rangeland Health and Guidelines for Livestock Grazing Management EIS, allotments will be assessed in careful and considered consultation, cooperation with permittees/lessees and landowners involved. Decisions will be presented to the District for review. District approval will be requested when District controlled lands, as defined in the Memorandum of Understanding, are involved.

4.) Authorized Grazing Use

a.) Term Permits: The Bureau will offer grazing permits for a term not to exceed 10 years to users of federal lands in the District as qualifications and circumstance allow. These permits will be computer printed and distributed to the individual operators by the Bureau Manager, with signed copies sent to the District. Grazing permits will authorize grazing use and will specify the grazing capacity available and the kind and class and numbers of domestic livestock use, the period of time which the lands may be used by allotment, and may contain other specific terms and conditions. Grazing systems may be incorporated into permits or leases by the Bureau.

All grazing permits or adjustments in grazing permits will be determined for all allotments based on periodic field assessments and forage allocations in the Bureau Land Use Planning Process after public review. Adjustments may also be needed to conform to existing law or regulation.

A term permit that is in question will be discussed with the District before action is taken.

b.) **Grazing Applications:** The Grazing applications will be computer printed by the Bureau's Grazing Automated Billing System (GABS) (or updated system replacing GABS). This statement will state the allocation of forage and authorized use the grazing permittee qualifies for on public land. It will show the basic grazing schedule including the allotment name or number, kind and class of livestock and periods (seasons) of use. In case of an allotment management plan it will so indicate.

The Bureau will forward the Grazing Application to the Grazing District Secretary for each federal land operator in the State District. The District Secretary will send each member his application by 14 days after receipt each year.

The permittee will indicate brands of livestock, sign and return the application to the Bureau regardless if there is a change or not. Failure to return an application may delay or prevent authorizing grazing on the public land.

Change in Grazing Schedule: If the operator wants to change his grazing schedule, he will make application to the Bureau at least 30 days prior to the earliest turning out, and to the District Secretary, using the Grazing Application Form, or a format, which indicates the following:

Grazing Area or Allotment
Number, Kind & Class of Livestock
Grazing Season From: ____ To: ____
Active or Nonuse

This application will be considered by the District and the Bureau prior to any District protest meeting. If a change is authorized, the Bureau will make the change and the billing will be issued to the District for payment. (If the requested change is made after irretrievable billing action has been taken, a \$10 service charge will be required.)

Any operator served with an adverse notice by the District shall have the right of appeal to the Montana Grass Conservation Commission as set out in the Montana Grass Conservation Act.

If the change in grazing use as requested is considered unacceptable by the Bureau Manager, a proposed decision will be issued to the operator by certified mail providing the right of protest to the Bureau Manager as set out in the Grazing Regulations. If no protest is filed within 15 days, the proposed decision becomes the final decision. If a protest is filed, it will be considered in the issuance of the final decisions. In either case,

the final decision may be appealed to an Administrative Law Judge as provided for in the Administrative Remedies (43 CFR 4160).

c.) Non-use and temporary non-renewable: Applications for extended non-use and temporary nonrenewable will be reviewed by the District and Bureau in accordance to regulations and policies of each before being authorized.

d.) Grazing Fees and Billings: Federal land grazing fees are established annually. Immediately upon receipt of notice of the fee for the forthcoming grazing season, the Bureau Manager will notify the District. Payment will be in accordance with the billing notices.

After the District members' applications have been approved by the Bureau Manager, the individual grazing billings will be transmitted to the District for payment. Routine grazing bills will be generated approximately 30 days before the earliest turn out on the grazing schedule and sent to the District secretary.

The District will prepare the overall ranch unit permit conforming with Bureau billing and District preference. Where District forms are used, copies will be furnished the Bureau Field Office/Field Station Manager upon request.

Bureau regulations require payments for grazing use of public land before the grazing would begin unless specifically provided for by an allotment management plan. Payment not received within 15 days of the due date may be subject to late fees in accordance with 43 CFR 4130.8-1(f).

Where grazing is authorized on the basis of an allotment management plan, either of two optional billing procedures may be used as specified (in 43 CFR 4130.8-1(e)). The option used will be mutually agreed upon by the Bureau, the District, and the operator.

Grazing will be authorized in conformance with the plan which will include the operators providing an accurate actual use report to the Bureau within 15 days of leaving the federal land allotment. Bills will be prepared from the actual use report and sent to the District for payment. Failure to return or inaccurate actual use reports may be basis for billing on the basic schedule plus surcharges by the Bureau and District. Failure to return an accurate actual use report as specified may be basis for cancellation of actual use billing privileges in accordance with Bureau regulations.

e.) Transfers: Documentation of transfer of ownership or control of base properties and other private lands grazed in conjunction with the public lands will be furnished to the Bureau by the applicant. Each application transfer requires a \$10 service charge, which is nonrefundable. Documentation of ownership or control of District controlled lands upon which the State District issues a permit to graze in conjunction with public lands will be furnished to the Bureau Manager by the District upon request. The Bureau will consult with the District on transfers of grazing privileges occurring in the District. The Bureau, District, Commission and applicant shall meet to resolve problems arising from a

transfer. Signed concurrence of the District and the Commission shall be requested in cases of changing base property or changing of allotment designations or allocations.

f.) Exchange of Use Agreements: If a District member wishes to offer private, state or district lands for additional grazing capacity, the exchange will be recognized only through a formal agreement between the Bureau Manager and the member on the standard Bureau form. In the event District lands are involved, District and Commission approval will be required. The District will be consulted on Exchange of Use applications and will be furnished copies of the consummated agreement on request.

g.) Livestock control agreements and transfers based on lease of base property: Transfers of grazing privileges based on leases of base property and/or pasturing of livestock not owned by the permittee must be approved by the Bureau. District and Commission may be subject to additional fees assessed by the Bureau and or District in accordance with 43 CFR 4130.8-1(d)

5.) TRESPASS

In the event a trespass is discovered or brought to the attention of either party, the other party will be immediately notified. If only District-controlled lands are involved, the District will take action. If federal lands are involved, joint action will be taken. Whenever possible, the Bureau and District will cooperate in counting livestock and verification of a trespass. The notice of trespass will be served upon the individual in trespass, with a copy sent to the District.

- a.) Either party may take immediate action after notification of the other party.
- b.) The bill for trespass damages will be issued to the individual through the District.
- c.) Trespass and trespass charges will be handled in accordance with 43 CFR 4150, Unauthorized Grazing Use.
- d.) The District may incur expenses associated with the administration, time and travel and other reasonable costs which can be charged to the violator in settlement of the trespass obligation.
- e.) Settlement for willful, and repeated willful violations shall also include all damages to the public lands and other property of the United States; all reasonable expenses incurred by the United States in detecting, resolving violations, and livestock impoundment costs.

6.) Other Special Provisions:

Project Maintenance: As for all range improvements covered by a cooperative agreement, permittees are responsible for repair and maintenance in good and serviceable condition. Installation, abandonment, relocation, enlargement or other modifications.

VI. ADMINISTRATIVE CONSIDERATIONS

Review and Updating

The parties to this Cooperative Agreement will meet at least once a year to review progress and/or problems and will review and update this agreement as changes in policy and other needs require. Changes shall not affect outstanding licenses, permits, or leases.

This Cooperative Agreement shall be effective when signed by the parties and shall continue in effect unless sooner canceled by the mutual agreement of the parties. Further, should either party violate any of the terms of this Cooperative Agreement the other party may give the violating party written notice of such violations, said notice to specify the violation. Should said violation not be corrected or discontinued within thirty (30) days after giving such written notice, the other party may cancel this Cooperative Agreement upon thirty (30) days written notice to the violating party. Cancellation shall not affect outstanding permits or leases.

Greg Exarant 2-2-16
Chairman, South Phillips Cooperative State Grazing District date

Vinita Shea Feb 2, 2016
Bureau of Land Management, Malta Field Manager date

Jeff A. Willmer 2-12-2016
Chairman, Montana Grass Conservation Commission date

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*Attorneys for Proposed Intervenors the
Montana Stockgrowers Association, Inc.
and South Phillips County Cooperative
State Grazing District*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION**

AMERICAN PRAIRIE FOUNDATION,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF THE
INTERIOR; DOUG BURGUM, in his official
Capacity as Secretary of the United States
Department of the Interior; UNITED STATES
BUREAU OF LAND MANAGEMENT; and
STEVAN PEARCE, in his official capacity as
Director of the United States Bureau of Land
Management,

Defendants.

Case 4:26-cv-00282-BMM

**PROPOSED
INTERVENOR
DEFENDANTS'
DISCLOSURE
STATEMENT
PURSUANT TO
FED.R.CIV.P. 7.1**

COME NOW, the Proposed Intervenor-Defendants, the Montana Stockgrowers Association, Inc. and the South Phillips County Cooperative State Grazing District, by and through its undersigned attorneys, Lawson E. Fite of Schwabe, Williamson & Wyatt, PC, and Brandon L. Jensen and Annalisa K. Miller of the Falen Law Offices, LLC, and pursuant to Rule 7.1 of the Federal Rules of Civil Procedure, hereby make the following disclosures:

1. The Proposed Intervenor-Defendant the Montana Stockgrowers Association, Inc. is a nonprofit corporation incorporated in the State of Montana. There are no parent corporations and there are no publicly-held corporations that own 10% or more of the intervenor's stock.

2. The Proposed Intervenor-Defendant South Phillips County Cooperative State Grazing District is a nonprofit grazing conservation district incorporated in the State of Montana. Creation of a cooperative state grazing district requires approval of the Montana Grass Conservation Commission (a governor appointed board); however, once approval is received, a cooperative state grazing district is independently incorporated with the Montana Secretary of State. There are no parent corporations and there are

no publicly-held corporations that own 10% or more of the intervenor's stock.

3. The undersigned proposed intervenors understand that under Rule 7.1 of the Federal Rules of Civil Procedure, they must promptly file a supplemental statement upon any change in the information that this statement requires.

RESPECTFULLY SUBMITTED this 16th day of September 2026.

/s/ Lawson E. Fite

Lawson E. Fite

Schwabe, Williamson & Wyatt, PC

5117 Pintlar Mountain Court

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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I caused a true and correct copy of the foregoing to be deposited in the United States Mail, postage prepaid, and mailed electronically on this ____ day of September 2026 to the following:

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION**

AMERICAN PRAIRIE FOUNDATION,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF THE
INTERIOR; DOUG BURGUM, in his official
Capacity as Secretary of the United States
Department of the Interior; UNITED STATES
BUREAU OF LAND MANAGEMENT; and
STEVAN PEARCE, in his official capacity as
Director of the United States Bureau of Land
Management,

Defendants.

Case 4:26-cv-00282-BMM

**PROPOSED
INTERVENOR
DEFENDANTS'
ANSWER TO
PLAINTIFF'S
COMPLAINT**

COME NOW, the Intervenor-Defendants, the Montana Stockgrowers Association, Inc. and the South Phillips County Cooperative State Grazing District, by and through its undersigned attorneys, Lawson E. Fite of Schwabe, Williamson & Wyatt, PC, and Brandon L. Jensen and Annalisa K. Miller of the Falen Law Offices, LLC, and hereby answer the Plaintiff's Complaint for Declaratory and Injunctive Relief as follows:

INTRODUCTION

1. Paragraph one consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph one constitute material allegations of fact, they are denied.

2. The allegations in paragraph two characterize the Bureau of Land Management's ("BLM") May 8, 2026 Final Decision. The Intervenor-Defendants aver that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph two are denied.

3. Paragraph three consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that

the allegations of paragraph three constitute material allegations of fact, they are denied.

4. Paragraph four consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph four constitute material allegations of fact, they are denied.

5. Paragraph five consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph five constitute material allegations of fact, they are denied.

JURISDICTION AND VENUE

6. Paragraph six consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph six constitute material allegations of fact, they are denied.

7. Paragraph seven consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph seven constitute material allegations of fact, they are denied.

8. Paragraph eight consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph eight constitute material allegations of fact, they are denied.

9. Admit.

10. Paragraph ten consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph ten constitute material allegations of fact, they are denied.

11. Paragraph eleven consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph eleven constitute material allegations of fact, they are denied.

PARTIES

12. The Intervenor-Defendants admit to the Plaintiff's characterization of its organization and purposes and further admits that the BLM's 2026 Final Decision requires removal of the Plaintiff's bison from federal grazing lands by September 30, 2026. However, the Intervenor-Defendants deny that removal of the bison

will cause immediate and irreparable financial and organizational injury to the Plaintiff.

13. Admit.

14. Admit.

15. The Intervenor-Defendants admit that the BLM is an agency within the Department of the Interior. The remaining allegations in paragraph fifteen characterize the BLM's mission under the Federal Land Policy and Management Act. The Intervenor-Defendants aver that the statute and the BLM's website speak for themselves. To the extent that a response is necessary, the remaining allegations in paragraph fifteen are denied.

16. The Intervenor-Defendants admit that Stevan Pearce is the Director of the BLM. The remaining allegations in paragraph sixteen characterize the BLM's mission under the Federal Land Policy and Management Act. The Intervenor-Defendants aver that the statute and the BLM's website speak for themselves. To the extent that a response is necessary, the remaining allegations in paragraph sixteen are denied.

LEGAL BACKGROUND

17. The allegations in paragraph seventeen characterize the Taylor Grazing Act, the Federal Land Policy and Management Act, and the Public Rangelands Improvement Act. The Intervenor-Defendants aver that the statutes speak for themselves. To the extent that a response is necessary, the remaining allegations in paragraph seventeen are denied.

18. The allegations in paragraph eighteen characterize the Taylor Grazing Act and its regulations. The Intervenor-Defendants aver that the statute and regulations speak for themselves. To the extent that a response is necessary, the remaining allegations in paragraph eighteen are denied.

19. The allegations in paragraph nineteen characterize the Federal Land Policy and Management Act. The Intervenor-Defendants aver that the statute speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph nineteen are denied.

20. The allegations in paragraph twenty characterize the Public Rangelands Improvement Act. The Intervenor-Defendants aver that the statute speaks for itself. To the extent that a response

6 – PROPOSED INTERVENOR DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT

is necessary, the remaining allegations in paragraph twenty are denied.

21. The allegations in paragraph twenty-one characterize the Administrative Procedures Act. The Intervenor-Defendants aver that the statute speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph twenty-one are denied.

FACTUAL BACKGROUND

I. AMERICAN PRAIRIE.

22. Admit.

23. Admit.

24. The Intervenor-Defendants admit that the Plaintiff's bison are subject to state law, require occasional permitting for importation and transportation, are confined to pastures, tagged for identification, and tested for disease, and that the Plaintiff pays a per capita fee for each animal. The remaining allegations in paragraph twenty-four characterize the BLM's Public Comment Report from 2022. The Intervenor-Defendants aver that the document speaks for itself. To the extent that a response is

necessary, the remaining allegations in paragraph twenty-four are denied.

25. The allegations in paragraph twenty-five characterize the BLM's Final Decision and environmental analyses. The Intervenor-Defendants aver that the documents speak for themselves. To the extent that a response is necessary, the remaining allegations in paragraph twenty-five are denied.

26. The allegations in paragraph twenty-six purportedly characterize the notes from a rangeland health specialist. The Intervenor-Defendants aver that the documents speak for themselves. To the extent that a response is necessary, the remaining allegations in paragraph twenty-six are denied.

II. BLM'S 2022 ISSUANCE OF GRAZING PERMITS AND ADMINISTRATIVE APPEAL.

27. Admit.

28. The allegations in paragraph twenty-eight characterize the BLM's environmental analysis and Public Comment Report. The Intervenor-Defendants aver that the documents speak for themselves. To the extent that a response is necessary, the remaining allegations in paragraph twenty-eight are denied.

29. The allegations in paragraph twenty-nine characterize the BLM's 2022 Final Decision. The Intervenor-Defendants aver that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph twenty-nine are denied.

30. Admit.

31. The allegations in paragraph thirty-one characterize filings and arguments from various administrative appeals. The Intervenor-Defendants aver that the documents speak for themselves. To the extent that a response is necessary, the remaining allegations in paragraph thirty-one are denied.

32. The allegations in paragraph thirty-two characterize filings from various administrative appeals. The Intervenor-Defendants aver that the documents speak for themselves. To the extent that a response is necessary, the remaining allegations in paragraph thirty-two are denied.

33. The allegations in paragraph thirty-three characterize filings from various administrative appeals and lawsuits. The Intervenor-Defendants aver that the documents speak for

themselves. To the extent that a response is necessary, the remaining allegations in paragraph thirty-three are denied.

III. BLM'S 2026 FINAL DECISION TERMINATING AMERICAN PRAIRIE'S BISON GRAZING PERMITS.

34. The allegations in paragraph thirty-four characterize the BLM's 2026 Proposed Decision. The Intervenor-Defendants aver that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph thirty-four are denied.

35. The allegations in paragraph thirty-five characterize the Plaintiff's administrative protest to the BLM's 2026 Proposed Decision. The Intervenor-Defendants aver that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph thirty-five are denied.

36. The allegations in paragraph thirty-six characterize the BLM's 2026 Final Decision. The Intervenor-Defendants aver that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph thirty-six are denied.

37. The allegations in paragraph thirty-seven characterize the BLM's 2026 Final Decision. The Intervenor-Defendants aver that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph thirty-seven are denied.

38. The allegations in paragraph thirty-eight characterize the BLM's 2026 Final Decision. The Intervenor-Defendants aver that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph thirty-eight are denied.

39. The allegations in paragraph thirty-nine characterize the BLM's 2026 Final Decision. The Intervenor-Defendants aver that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph thirty-nine are denied.

40. The allegations in paragraph forty characterize the BLM's 2026 Final Decision. The Intervenor-Defendants aver that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph forty are denied.

41. The allegations in paragraph forty-one characterize the BLM's proposed changes to its grazing regulations. The Intervenor-Defendants aver that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph forty-one are denied.

IV. ADMINISTRATIVE APPEAL OF THE 2026 FINAL DECISION.

42. The allegations in paragraph forty-two characterize the Plaintiff's administrative appeal of the BLM's 2026 Final Decision. The Intervenor-Defendants aver that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph forty-two are denied.

43. Admit.

44. Admit.

45. Paragraph forty-five consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph forty-five constitute material allegations of fact, they are denied.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violation of the Taylor Grazing Act, 43 U.S.C. § 315b,
and APA, 5 U.S.C. § 706(2)(A))

46. The Intervenor-Defendants incorporate by reference each and every admission, denial, or averment to each of the preceding paragraphs of the Plaintiff's Complaint, as if fully restated herein.

47. Paragraph forty-seven consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph forty-seven constitute material allegations of fact, they are denied.

48. The allegations in paragraph forty-eight characterize the Taylor Grazing Act. The Intervenor-Defendants aver that the statute speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph forty-eight are denied.

49. The allegations in paragraph forty-nine characterize the Supreme Court's decision in Public Lands Council v. Babbitt, 529 U.S. 728 (2000). The Intervenor-Defendants aver that the Court's decision speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph forty-nine are denied.

50. Paragraph fifty consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph fifty constitute material allegations of fact, they are denied.

SECOND CAUSE OF ACTION
(Violation of the APA, 5 U.S.C. § 706(2)(A))

51. The Intervenor-Defendants incorporate by reference each and every admission, denial, or averment to each of the preceding paragraphs of the Plaintiff's Complaint, as if fully restated herein.

52. Paragraph fifty-two consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph fifty-two constitute material allegations of fact, they are denied.

53. Paragraph fifty-three consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph fifty-three constitute material allegations of fact, they are denied.

54. Paragraph fifty-four consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that

the allegations of paragraph fifty-four constitute material allegations of fact, they are denied.

55. Paragraph fifty-five consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph fifty-five constitute material allegations of fact, they are denied.

56. Paragraph fifty-six consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph fifty-six constitute material allegations of fact, they are denied.

PRAYER FOR RELIEF

The Plaintiff's characterization of its requested relief is a legal statement of its case that requires no response. To the extent a response is required, the Intervenor-Defendants deny that the Plaintiff is entitled to any relief.

GENERAL DENIAL

The Intervenor-Defendants deny each and every allegation not specifically admitted to or otherwise answered herein.

AFFIRMATIVE DEFENSES

1. The Plaintiff's Complaint fails to state a claim for which relief can be granted.

2. The Court lacks subject matter jurisdiction over the Plaintiff's claims, because the Plaintiff failed to exhaust its administrative remedies.

WHEREFORE, the Intervenor-Defendants, the Montana Stockgrowers Association and the South Phillips County Cooperative State Grazing District, respectfully request the following relief:

1. That the Plaintiff take nothing from its Complaint;
2. That the Court issue judgment in favor of the Defendants and against the Plaintiff;
3. That the Plaintiff bear its own costs; and

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// /

// /

4. Such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED this ____ day of September 2026.

/s/ Lawson E. Fite

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