

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

THE STATE OF LOUISIANA,
ET AL.

Plaintiffs.

V.

JOSEPH R. BIDEN, JR.,
ET AL.

Defendants.

*

CIVIL ACTION NO. 2:21-CV-778

*

JUDGE TERRY A. DOUGHTY

*

MAG. JUDGE KATHLEEN KAY

*

BRIEF OF AMICI CURIAE IN SUPPORT OF PLAINTIFFS'
MOTION FOR SUMMARY JUDGMENT

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INTEREST OF *AMICI CURIAE*

The American Petroleum Institute; American Exploration & Production Council; Independent Petroleum Association of America; International Association of Drilling Contractors; EnerGeo Alliance; National Ocean Industries Association; Montana Petroleum Association; North Dakota Petroleum Council; Petroleum Alliance of Oklahoma; Southeast Oil and Gas Association; Utah Petroleum Association; Western States Petroleum Association; Aries Marine Corporation; and Valveworks USA, Inc. (collectively, “*Amici*”) were granted leave to file this *amici* brief within seven days after Plaintiffs file their Motion for Summary Judgment. R. Doc. 195. That Motion was filed on April 29, 2022. R. Doc. 199. Descriptions of *Amici* are provided in Exhibit 1 to this brief.

Amici support the granting of Plaintiffs’ Motion for Summary Judgment (“Plaintiffs’ Motion”). R. Doc. 199. *Amici* on behalf of themselves and their many members are adversely affected by Defendants’ unlawful implementation of a moratorium on all new federal oil and natural gas leasing onshore and on the Outer Continental Shelf (“OCS”). *Amici*’s members include many bidders that have participated in recent federal oil and gas lease sales onshore and offshore and intend to do so in the future. *Amici* and their members also include companies that provide direct support to OCS operators and in turn are adversely affected by the moratorium. The federal leasing moratorium alters the legal rights of *Amici*’s members to participate in federal lease sales that Defendants are statutorily and regulatorily compelled to conduct on a regular basis. Defendants moratorium also has led *Amici* and the Nation, for the first time in history, to the precipice of expiration of the OCS Five-Year Leasing Program, without imminent adoption of a new Program enabling OCS oil and gas leasing to continue.

Amici and other industry plaintiffs have brought a related case challenging implementation of the same federal oil and gas leasing moratorium in the same district court and assigned to the same presiding Judge as the instant action by Plaintiffs. *See American Petroleum Institute, et al.*

v. U.S. Dep't of the Interior, et al, No. 2:21-CV-2506, R. Doc. 23 (W.D. La. Sept. 29, 2021). *Amici* maintain an interest in ensuring meaningful participation in and adjudication of the common issues presented in the two cases. Disposition of this matter may affect shared legal and factual issues presented in the two cases.

In the interests of brevity and non-duplication, *Amici* support and incorporate by reference Plaintiffs' arguments made in their Motion for Summary Judgment (R. Doc. 199) and urge this Court to grant Plaintiffs' requested relief. *Amici* submit this brief principally to amplify for the Court's consideration the importance of maintaining the federal leasing systems created by Congress and to address the impact on the industry from Defendants' unprecedented, blanket, and indefinite moratorium on federal onshore and offshore oil and gas leasing.

No counsel for any party in this case authored this brief in whole or in part. No party, party's counsel, or any person other than *Amici* and their members has contributed funds to the preparation or submission of this brief.

INTRODUCTION AND SUMMARY OF ARGUMENT

Defendants’ blanket moratorium on federal onshore and offshore oil and gas lease sales violates, at a minimum, the Mineral Leasing Act (“MLA”), the Outer Continental Shelf Lands Act (“OCSLA”), and the Administrative Procedure Act (“APA”). Defendants’ failure to fulfill their statutory obligations to hold lease sales has caused and will continue to cause harm to *Amici* who rely on a stable federal leasing program to economically continue existing exploration plans and development programs and to develop new ones to further the Nation’s energy security.

No statute, regulation, or other authority, including President Biden’s Executive Order 14008, authorizes the U.S. Department of the Interior (“DOI”) to systematically cancel and indefinitely delay federal oil and gas lease sales. On the contrary, DOI is obligated to regularly hold lease sales under the MLA and OCSLA. Since January 2021, instead of holding the dozens of federal oil and gas lease sales that normally would have been held during that time, DOI has held only one lease sale—offshore Lease Sale 257 in November 2021—and only reluctantly under compulsion of this Court’s ordered preliminary injunction in this case. Even that lease sale was vacated by the U.S. District Court for the District of Columbia based on alleged errors by Defendants, which Defendants declined to appeal consistent with their desire to conduct no federal oil and gas leasing at all. *See Friends of the Earth v. Haaland*, No. 1:21-cv-02317 (D.D.C., Jan. 27, 2022). Defendants have held no onshore lease sales in the last five calendar quarters. Again only as compelled by this Court, Defendants recently announced plans for onshore lease sales at the end of the second quarter of 2022, but with only one-fifth of the acreage nominated for leasing prior to the moratorium. *See* R. Doc. 194.

Defendants have indicated no further plans for onshore or offshore sales beyond their recent, non-binding pronouncements. And with the imminent scheduled expiration of the current OCS Five-Year Leasing Program on July 1, 2022, Defendants are effectively ensuring that their

OCS leasing pause will endure for months, if not years, as a result of their unprecedented failure since January 2021 to take any of the statutorily-required steps to adopt a new Five-Year Leasing Program, which is a prerequisite for holding any OCS lease sale. As this Court very recently stated in the related pending case brought by *Amici*, “[w]e cannot infer from the manner in which they resumed the leasing or the manner in which they pursued the appeal that the Government Defendants have abandoned the ultimate objective of pausing leasing in accordance with Section 208 of Executive Order 14008 or other law.” *American Petroleum Institute, et al. v. U.S. Dep’t of the Interior, et al.*, No. 2:21-CV-2506, R. Doc. 88 (W.D. La. April 29, 2022).

It is undisputed that Defendants provided no justification or rationale for their lease sale cancellations and delays either collectively or individually. Rather, the record before the Court demonstrates Defendants’ actions are invalid because Defendants failed to comply with the APA’s procedural requirements, contravened their statutory obligations, and violated the MLA’s and OCSLA’s comprehensive procedures for scheduling and holding lease sales. Had Defendants complied with the APA, they would have been required to appropriately consider the impact the moratorium has had, and continues to have, on an industry that supports millions of U.S. jobs and comprises a substantial share of the U.S. economy.

Where there is “no genuine issue as to any material fact . . . the moving party is entitled to a judgment as a matter of law.” *Anderson v. Liberty Lobby, Inc.*, 447 U.S. 231, 247 (1986). And where the APA applies, a reviewing court must “hold unlawful and set aside agency action” that is “arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law.” 5 U.S.C. § 706(2)(A). For the reasons discussed in Plaintiffs’ Motion and below, there are no disputed issues of material fact, and Defendants’ actions violate the APA’s requirements and are contrary to established law. Plaintiffs are therefore entitled to judgment as a matter of law.

ARGUMENT

I. LEASE SALES ARE LEGALLY REQUIRED.

This Court has already determined, repeatedly, that Defendants have in fact adopted a moratorium on federal oil and gas leasing and that the moratorium constitutes a reviewable final agency action. *See* R. Doc. 139 at 21-32. *Amici* concur. *Amici* further concur with Plaintiffs that Defendants' moratorium violates the MLA, OCSLA, and APA.

Onshore, Defendants undisputedly have not held a single federal lease sale since Executive Order 14008 was issued. As Plaintiffs demonstrated, and *Amici* concur, the moratorium violates the MLA's mandate to hold quarterly lease sales of eligible and available lands onshore. *See* 30 U.S.C. § 226(b)(1)(A) ("Lease sales shall be held for each State where eligible lands are available at least quarterly and more frequently if the Secretary of the Interior determines such sales are necessary."); R. Doc. 199 at 17. The use of the word "shall" in section 226(b)(1)(A) eliminates any Secretarial discretion to ignore Congress' directive. *See Am. Hosp. Ass'n v. Burwell*, 812 F.3d 183, 190- 92 (D.C. Cir. 2016). Indeed, the one court to specifically review DOI's obligation held that the decision to hold quarterly lease sales is mandatory. *See W. Energy Alliance v. Jewell*, No. 1:16-CV-00912-WJ-KBM, 2017 WL 3600740, at *7 (D.N.M. Jan. 13, 2017) (unpublished) ("BLM is under no such discretion and 'shall' hold lease sales for each state where eligible parcels are available at least quarterly.").

Any arguments by Defendants that there are no "eligible" or "available" lands for leasing because the Bureau of Land Management ("BLM") allegedly did not timely complete its National Environmental Policy Act ("NEPA") analysis are inapt. Both terms are defined under BLM regulations, and neither regulatory definition requires that parcels have completed statutory reviews under NEPA. *See* 43 C.F.R. § 3120.1-1. In any event, Defendants cannot hide behind NEPA, and especially drag their feet on completing NEPA reviews, as an excuse to avoid timely

discharging their MLA obligation to regularly hold federal sales. “Administrative agencies do not possess the discretion to avoid discharging the duties that Congress intended them to perform,” *Marathon Oil Co. v. Lujan*, 937 F.2d 498, 500 (10th Cir. 1991), and NEPA does not bestow such authority upon agencies, *see Douglas Cnty. v. Babbitt*, 48 F.3d 1495, 1502 (9th Cir. 1995) (“NEPA was not intended to repeal by implication any other statute” (quotation omitted)). Courts also have routinely held that NEPA cannot supersede controlling statutory mandates. *See Flint Ridge Dev. Co. v. Scenic Rivers Ass’n of Okla.*, 426 U.S. 776 (1976); *Pac. Legal Found. v. Andrus*, 657 F.2d 829, 833-34 (6th Cir. 1981) (a subsequently enacted statute conflicted with NEPA, and thus, NEPA must yield). Defendants have a statutory duty to hold lease sales and therefore have an obligation to complete the necessary NEPA analysis in advance of that deadline. *See Westlands Water Dist. v. Natural Res. Def. Council*, 43 F.3d 457, 460 (9th Cir. 1994) (NEPA must yield where “Congress did not give the Secretary discretion over when [she] may carry out [her] duties”). What is more, any NEPA excuse by Defendants rings hollow because Defendants in fact already completed NEPA reviews for first quarter of 2021 onshore leasing prior to adopting the moratorium. Even if Defendants felt the completed NEPA reviews required supplementation, they were hardly starting from scratch, and cannot rationally consume far more time for revised NEPA documents than the initial ones. In short, NEPA cannot excuse Defendants’ failure to hold lease sales.

Amici also agree with Plaintiffs’ showing that Defendants violated OCSLA in implementing the moratorium. As this Court found in denying Defendants’ motion to dismiss Plaintiffs’ complaint, OCSLA directs the DOI Secretary to make the OCS available for expeditious development. *See* R. Doc. 154 at 6 (citing 43 U.S.C. § 1332(3)); *see also Ensco Offshore Co. v. Salazar*, 781 F. Supp. 2d 332, 339 (E.D. La. 2011) (recognizing “OCSLA’s

overriding policy of expeditious development”). OCSLA also directs the DOI Secretary to “prepare” *and* “maintain” a Five-Year Leasing Program that identifies “a schedule of proposed lease sales.” 43 U.S.C. § 1344(a). The statute then sets out specific procedures that must be followed before DOI deviates from an established Program. *Id.* Defendants’ cursory and indefinite stoppage of that Program, as well as their rescission of the Record of Decision as to Lease Sale 257 and cancellation of Lease Sale 258, violated these statutory commands. And just as for onshore sales, NEPA claims provide DOI no cover to simply and indefinitely cease carrying out its statutory obligations to promulgate and maintain a Five-Year Leasing Program and hold OCS lease sales. Indeed, Congress amended OCSLA to require expeditious development in 1978, Public Law 95-372, 92 Stat. 629, well after the 1970 enactment of NEPA, 42 U.S.C. § 4321 et seq. (Jan., 1, 1970). Of note today, the stated purpose of the 1978 amendments was “expedited exploration and development of the Outer Continental Shelf in order to achieve national economic and energy policy goals, *assure national security*, reduce dependence on foreign sources, and maintain a favorable balance of payments in world trade.” 42 U.S.C. § 1802(1) (emphasis added).

As Plaintiffs argue, the failure to hold lease sales both onshore and offshore violates the APA. The moratorium is arbitrary and capricious and is contrary to law under 5 U.S.C. §§ 706(2)(A) and (C). Defendants’ actions are indeed the essence of arbitrary, as DOI provided almost nothing in the way of an explanation for the moratorium beyond mere citation to Executive Order 14008. The scant postings on BLM’s website, for example, give no rationale for why BLM indefinitely upended the federal oil and gas leasing program and disregarded *Amici’s* reliance interests in the availability of lease sales. *See* R. Doc. 139 at 35. Furthermore, under 5 U.S.C. § 706(1), the moratorium constitutes an unreasonable failure to “take a *discrete* agency

action that [DOI] is *required to take*.” *Norton v. S. Utah Wilderness Alliance*, 542 U.S. 55, 64 (2004) (emphasis in original). As discussed above and by Plaintiffs, Defendants have statutory obligations requiring onshore and offshore lease sales. Defendants have unlawfully withheld such actions with nothing but post hoc explanations for well over a year. This Court has consistently and correctly rejected Defendants’ attempts to avoid accountability for the moratorium, and *Amici* encourage the Court to do so again here via a final merits ruling granting Plaintiffs’ requested relief.

Notably, DOI’s failure to orderly administer federal oil and gas lease sales extends beyond cancelling statutorily required sales. DOI has also failed to take the necessary steps to prepare and maintain a new OCS Five-Year Leasing Program. The current 2017-2022 Five-Year Leasing Program is scheduled to expire on July 1, 2022. Without a new Program in place, no lease sales can occur on the OCS after the current Program expires. *See* 43 U.S.C. § 1344(d)(3). Yet, since January 2021, the government has provided no documents, update, or other showing that it has engaged in the multi-year statutory and regulatory steps required to prepare and adopt a new Program. *See* 43 U.S.C. §1344(f); 30 C.F.R. part 556, subpart B. DOI’s responses to congressional and other inquiries regarding the next Five-Year Leasing Program have been devoid of any information. *See, e.g.*, Exhibit 2 (June 23, 2021, letter from Sen. Cassidy to DOI); Exhibit 3 (Oct. 4, 2021, letter from DOI to Sen. Cassidy). Running out the clock on the current Program, and failing to adopt a new Program, creates a self-fulfilling prophecy to accomplish Defendants’ illegal leasing moratorium. If this Court directs Defendants to end the unlawful moratorium and promptly resume OCS lease sales, then Defendants necessarily will need to promptly put in place a new Five-Year Leasing Program to enable those lease sales.

II. LEASE SALES ARE CRITICAL TO SAFE AND RESPONSIBLE U.S. ENERGY PRODUCTION.

As Plaintiffs point out, these “violations are not victimless” and “energy production supports thousands of jobs and significant investment and tax revenue.” R. Doc. 199 at 1. Defendants’ MLA and OCSLA violations harm not only Plaintiffs and their citizens who derive revenue from the energy development within their state, but also, critically, deprive *Amici* and their members of the stable leasing regime and the legal certainty upon which industry relies to justify the huge investments necessary to produce domestic energy. In the more than 100 years since Congress enacted the MLA, and the nearly 70 years since the OCSLA was adopted, *Amici* and their members have confidently invested billions of dollars to develop oil and gas resources on federally managed lands in reliance on legally sound and stable leasing and lease management regimes governed by those statutes. These companies have expended considerable energy, time, and financial resources in reliance on the stable legal framework, despite the substantial economic risk posed by high capital costs and leases’ uncertain production potential. *See, e.g.*, American Petroleum Institute (“API”) Comments on DOI’s “Report on the Federal Oil and Gas Leasing Program: Prepared in Response to Executive Order 14008,” at 6-7.¹

Legal stability is essential because federal resource exploration is a long-term endeavor that entails leasing based on information and data that evolve and develop over long periods of time. *Amici*’s members have invested billions of dollars in acquiring and exploring federal oil and gas leases; acquiring seismic information to support decision-making on leasing, exploration and development; investing in infrastructure for development and production; and investing in new technologies to render exploration, development, and production more efficient and more

¹ API Comments on DOI Comprehensive Review of Federal Oil and Gas Program (Apr. 15, 2021), <https://www.api.org/-/media/Files/News/Letters-Comments/2020/API-Comments-for-DOI-Comprehensive-Review-of-Federal-Oil-and-Gas-Program.pdf>.

safe. Given the decline of production from reservoirs, those massive investments are based on the existence of the mandated leasing programs, which support the reasonable expectation that adjacent tracts needed to complete the development of an oil and gas prospect would be available for lease in scheduled and statutorily mandated lease sales, and that areas where new information develops are available for leasing. It takes several years of due diligence, and a sizable investment, for a company to analyze the underlying geology, perform the necessary technology and engineering assessments, finalize commercial arrangements, and coordinate the logistics of exploration and development projects and economic analyses, before it can determine if a lease contains commercial quantities of oil and natural gas. *See id.* at 10. These activities occur across the time periods leading up to a lease sale (and inform decisions on lease bidding) and continue through the drilling of an exploration well. Moreover, not every lease contains resources in commercial quantities, nor does every non-producing lease represent a potential discovery. *See id.* That is, *Amici*'s members often need to explore or appraise multiple additional lease tracts in an area for production activities to be economically efficient.

Defendants' violation of the MLA also conflicts with environmental protection and waste prevention. As DOI itself has concluded, failure to hold oil and gas lease sales results in greater dependence on foreign sources of oil and gas produced with far less protective environmental requirements. *Amici* and their members are committed to environmental protection and are careful stewards of the lands and waters on which they lease and operate. Moreover, DOI's governing statutes not only call for expeditious development of domestic energy, but also prohibit undue waste. *See* 30 U.S.C. §§ 187, 225, 1756; 43 U.S.C. § 1334. A prohibition on new leasing equates to a mandate to leave resources in the ground, or to only partially develop resources covered by both leased and unleased lands, which thereby creates rather than prevents

waste. *See Breton Energy, L.L.C. v. Mariner Energy Res., Inc.*, 764 F.3d 394, 404 n.25 (5th Cir. 2014) (imprudent action that renders subsurface hydrocarbons unrecoverable is underground waste); United States’ Cross-Motion for Summary Judgment and Response to Plaintiffs’ Motions for Summary Judgment at 14, *California v. Bernhardt*, No. 4:18-cv-05712-YGR, R. Doc. 123, at 14 (N.D. Cal. Aug. 12, 2019) (“[W]aste [encompasses] not only the waste of produced oil and gas that an operator fails to capture, but also the waste of oil and gas that remained in the ground and was not produced and used for the public good.”) (citing legislative history of DOI’s obligation to prevent waste of oil and gas under the MLA). For these reasons, too, the moratorium is unsupported and arbitrary.

III. DEFENDANTS IGNORE THE PUBLIC INTEREST IN CONTINUED LEASING.

Defendants’ failure to follow the APA’s procedural requirements is particularly acute here given the public’s interest in continued federal leasing and the consequent benefits therefrom, as also reflected in congressional policy through the federal leasing statutes. The recent OCS Lease Sale 257 held pursuant to this Court’s preliminary injunction illustrates the high level of interest in continued federal oil and gas leasing and the practical importance of this Court’s preliminary injunction order in ensuring such lease sales occur. DOI canceled Lease Sale 257 expressly pursuant to Executive Order 14008.² After the preliminary injunction order, DOI then reinstated that sale with a new proposed sale notice, final sale notice, and Record of Decision.³ That lease sale proved immensely successful. A total of 33 companies submitted 317

² 86 Fed. Reg. 10,132 (Feb. 18, 2021),

<https://www.boem.gov/sites/default/files/documents/about-boem/86-FR-10132.pdf>.

³ *See* R. Doc. 139 at 15; Lease Sale 257, Bureau of Ocean Energy Management (“BOEM”) Website, <https://www.boem.gov/Sale-257>; Final Notice of Sale Stipulations and Deferrals, Sale 257, BOEM Website (Nov. 2021), <https://www.boem.gov/oil-gas-energy/leasing/sale-257-stipulations> (pre-sale map encompassing lease blocks in the Central and Western Gulf of Mexico); BOEM Press Release (Nov. 17, 2021), <https://www.boem.gov/newsroom/press-releases/gulf-mexico-lease-sale-results-announced>.

bids on 308 different tracts as part of the lease sale.⁴ Companies submitted over \$191 million in high bids on lease tracts as part of the sale. Until such time as the lease sale is reinstated and leases are awarded, the balance of the bonus bids will not be payable. As Plaintiffs describe, coastal States are entitled to a substantial percentage of those bonus bids, and local economies also benefit from increased activity supporting those leases.

Going forward, granting Plaintiffs' requested relief will protect against the severe consequences of perpetuating the leasing moratorium. The U.S. oil and gas industry as a whole directly and indirectly supports more than 11 million U.S. jobs and makes up nearly 8 percent of the U.S. economy.⁵ In Fiscal Year 2020 alone, even amid the pandemic, the industry paid more than \$450 million in bonus bids and lease rentals, and more than \$6.7 billion in total revenues.⁶ Per publicly available estimates prepared for *Amicus* API by third-party economic experts, a federal leasing ban would result in the elimination of 157,000 jobs if continued through 2025, including in many of Plaintiff States.⁷ Similarly, that study estimates that a moratorium extended over eight years would reduce the cumulative Gross Domestic Product of the United States by \$400 billion in 2018 dollars.⁸

The anticipated costs of delays in the timely promulgation of a new Five-Year Leasing Program to enable OCS lease sales are similarly expected to be significant. A separate third-

⁴ See BOEM Website, Sale Day Statistics – Sale 257, <https://www.boem.gov/sites/default/files/documents/oil-gas-energy/leasing/sale-257-stats.pdf>.

⁵ PricewaterhouseCoopers LLP, “Impacts of the Oil and Natural Gas Industry on the US Economy in 2019” at E-1 (July 2021 report prepared for API), <https://www.api.org/-/media/Files/Policy/American-Energy/PwC/API-PWC-Economic-Impact-Report.pdf?la=en&hash=A7ABE1A05C4F9DEBBD2D2B6D0FFAF5F4B40A3EF4>.

⁶ See ONRR, Royalty Revenue Data, <https://revenuedata.doi.gov/query-data/>.

⁷ OnLocation, Inc., “The Consequences of a New Leasing Ban on Federal Lands and Waters” at 7, 8 (April 2021), <https://www.api.org/-/media/Files/Policy/Exploration/2021/OnLocation-updated-federal-leasing-and-development-ban-study.pdf>.

⁸ *Id.* at 7.

party expert analysis prepared for *Amici* API and National Ocean Industries Association (“NOIA”) estimates that such delays in OCS leasing alone could reduce the U.S. Gross Domestic Product by nearly \$10 billion and result in 116,000 fewer jobs at its peak impact.⁹ Reduction in OCS leasing also puts at risk revenues distributed to the U.S. Treasury, the Land and Water Conservation Fund, and States, counties, and parish governments located along the U.S. Gulf Coast—all of which depend upon those revenues, as well as the revenues from the future production from those leases. In short, a delayed Five-Year Leasing Program is expected to have significant economic impacts and “lead to reduced industry spending, supported employment and GDP, government revenues, and oil and natural gas production.”¹⁰ Granting Plaintiffs’ requested relief protects against such unnecessary harms and serves the public interest.

CONCLUSION

For all the reasons discussed herein and in Plaintiffs’ Motion, *Amici* respectfully request that the Court enter judgment in favor of Plaintiffs and provide their requested relief.

Dated: May 6, 2022

Respectfully submitted,

/s/ Kenneth H. Laborde

KENNETH H. LABORDE (NO. 8067)
 VICTORIA E. EMMERLING (NO. 33117)
 GIEGER, LABORDE & LAPEROUSE
 701 Poydras Street, Suite 4800
 New Orleans, Louisiana 70139
 Telephone: (504) 561-0400
 Facsimile: (504) 561-1011
 Email: klaborde@glllaw.com
 temmerling@glllaw.com

-AND-

⁹ See “The Economic Impacts of a 5-Year Leasing Program Delay for the Gulf of Mexico Oil and Natural Gas Industry” (March 2022) <https://www.noia.org/wp-content/uploads/2022/03/EIAP-5-year-Program-Leasing-Delay-Report-03-24-22.pdf>.

¹⁰ *Id.*

PETER J. SCHAUMBERG (*pro hac vice*)
JAMES M. AUSLANDER (*pro hac vice*)
BEVERIDGE & DIAMOND PC
1900 N St. NW, Suite 100
Washington, DC 20036
Phone: (202) 789-6000
Fax: (202) 789-6190
Email: pschaumberg@bdlaw.com
jauslander@bdlaw.com

*Attorneys for Amici American Petroleum Institute,
American Exploration & Production Council,
Independent Petroleum Association of America,
International Association of Drilling Contractors,
EnerGeo Alliance, National Ocean Industries
Association, Montana Petroleum Association, North
Dakota Petroleum Council, Petroleum Alliance of
Oklahoma, Southeast Oil and Gas Association, Utah
Petroleum Association, and Western States
Petroleum Association*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record via the Court's electronic case management system on May 6, 2022.

/s/ Kenneth H. Laborde

KENNETH H. LABORDE

Exhibit 1

INTEREST OF AMICI CURIAE

The American Petroleum Institute (“API”) is a national trade association representing over 580 members from all aspects of America’s oil and gas industry, including federal oil and gas lessees. Among API’s mandates is representing the economic and legal interests of the oil and natural gas industry in legal proceedings. API’s members bid on federal oil and gas leases during federal lease sales, for both onshore and offshore tracts. Other API members include service and supply firms that rely on servicing federal oil and gas leases.

American Exploration & Production Council (“AXPC”) is a national trade association representing 25 of the largest independent oil and natural gas exploration and production companies in the United States. AXPC companies are among leaders across the world in the cleanest and safest onshore production of oil and gas, while supporting millions of Americans in high-paying jobs and investing a wealth of resources in its communities. Dedicated to safety, science, and technological advancement, AXPC members strive to deliver affordable, reliable energy to consumers while positively impacting the economy and the communities in which they live and operate.

National Ocean Industries Association (“NOIA”) is a national trade organization that represents and advances a dynamic and growing offshore energy industry, including federal oil and gas lessees. NOIA’s members include offshore federal oil and gas lessees and bidders in offshore federal lease sales. NOIA and its members provide solutions that support communities and protect workers, the public, and the environment. For nearly 50 years, NOIA has been committed to ensuring a strong, viable U.S. offshore energy industry capable of meeting the energy needs of our nation in an efficient and environmentally responsible manner.

Independent Petroleum Association of America (“IPAA”) represents thousands of America’s independent oil and natural gas producers. IPAA members are the primary producers

of the nation's oil and natural gas and account for 83 percent of America's oil production and 90 percent of its natural gas output. Independent producers are a driving force in our economy and support roughly 4.5 million jobs in the United States. IPAA member companies are innovative leaders and broke the code to usher in the shale oil and natural gas revolution in the United States.

International Association of Drilling Contractors ("IADC"), established in 1940, operates on six continents, and its members are acknowledged leaders in onshore and offshore drilling operations around the world. IADC is globally recognized for its work in providing: accreditation programs for a competent global upstream energy workforce; technical publications serving industry and regulatory authorities; international conferences; and collaborative government-industry advocacy work. IADC's collective efforts contribute to operational proficiencies that underpin the world's upstream energy industry while sustaining high standards of safety, environmental stewardship, and operational efficiency.

EnerGeo Alliance is a private non-profit trade association that represents approximately 50 members from all segments of the geophysical and exploration industry. EnerGeo Alliance engages governments and stakeholders worldwide on issues central to geophysical operations and exploration access. EnerGeo Alliance mission is to optimize the business and regulatory climate for its members, enhance public understanding of the geophysical industry, and ensure a strong, viable geophysical and exploration industry. EnerGeo Alliance has existed for 50 years and is the only global trade organization solely dedicated to the geophysical and exploration industry. EnerGeo Alliance works vigorously on behalf of its members on issues of common interest and industry-wide topics and initiatives that support the continued vitality of the geophysical and exploration industry. Through advocacy, outreach, and development of industry

guidelines, EnerGeo Alliance focuses on issues that affect the core businesses of the geophysical and exploration industry, including issues involving the ability of its members to conduct exploratory activities on the OCS and onshore federal lands. For example, EnerGeo Alliance (i) engages government and regulatory entities with credible scientific, technical, and legal analyses to both protect the environment and develop essential energy supplies; (ii) educates its members on regulatory initiatives and policies affecting the geophysical industry; (iii) organizes consistent industry positions on emerging policy and regulatory issues; (iv) participates in regulatory proceedings affecting its members and the geophysical and exploration industry; and (v) when necessary, engages in litigation on matters that affect its members and the geophysical and exploration industry.

Western States Petroleum Association (“WSPA”) is a non-profit trade association representing the companies that account for petroleum exploration, production, refining, transportation, and marketing in Arizona, California, Nevada, Oregon, and Washington. WSPA is dedicated to ensuring Americans continue to have safe and reliable access to petroleum products through policies that are socially, economically, and environmentally responsible.

Utah Petroleum Association (“UPA”) is a Utah-based, statewide petroleum trade association representing companies involved in all aspects of Utah’s oil and gas industry. UPA exists to serve its member companies and advance the responsible development of Utah’s natural resources and manufacture of fuels that drive Utah’s economy. Its members range from independent producers to major oil and natural gas companies widely recognized as industry leaders responsible for driving technology advancement resulting in environmental and efficiency gains.

Montana Petroleum Association (“MPA”) is a Montana-based trade association representing over 150 member companies involved in all aspects of the oil and natural gas industry. MPA’s members include producers, refiners, suppliers, pipeline operators, and transporters, as well as service and supply companies that support all segments of the industry and employ a great number of people in Montana. MPA works with elected officials, business groups, regulatory boards, and agencies to promote policies which incentivize revenue generating resource production and opposes rules and regulations which hamper future oil and gas opportunities.

North Dakota Petroleum Council (“NDPC”) is a has been the primary voice of the oil and gas industry in North Dakota since 1952. NDPC represents more than 525 companies who are involved in all aspects of the oil and gas industry including oil and gas production, refining, pipeline, mineral leasing, consulting, legal work, and oil field service activities in North Dakota, South Dakota, and the Rocky Mountain region.

Petroleum Alliance of Oklahoma is the oil and natural gas trade association created by the merger of the Oklahoma Independent Petroleum Association and the Oklahoma Oil & Gas Association. The Petroleum Alliance of Oklahoma is the only trade association in Oklahoma that represents all segments of the oil and gas industry in Oklahoma. Its 1,300 members include independent oil and natural gas producers, drilling contractors, midstream companies, service and supply companies, refineries, contractors, individuals, and mineral owners

Southeast Oil and Gas Association is a 501(c)(6) organization, serves as the oil and gas trade association for Mississippi and Alabama, seeking productive public policy outcomes towards the furtherance and success of the oil and gas industry.

Aries Marine Corporation (“Aries”) is a Louisiana corporation with its principal place of business in Lafayette, Louisiana. Aries is a member of NOIA. Among other things, Aries owns and operates workboats and supply vessels servicing oil and gas operators holding leases on the Outer Continental Shelf.

Valveworks USA, Inc. (“Valveworks”) is a Louisiana corporation with its principal place of business in Bossier City, Louisiana. Valveworks is a member of API. Among other things, Valveworks manufactures, sells, and services valves and other well head equipment used by oil and gas operators holding leases onshore and on the Outer Continental Shelf.