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13 **UNITED STATES DISTRICT COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

15 RESOLUTE FOREST PRODUCTS, INC.,
16 *et al.*

17 Plaintiffs,

18 v.

19 GREENPEACE INTERNATIONAL, *et al.*

20 Defendants.

CASE NO. 3:17-CV-02824-JST

Hon. Jon S. Tigar
Courtroom 9

**PLAINTIFFS' CONSOLIDATED
MEMORANDUM OF POINTS AND
AUTHORITIES IN OPPOSITION TO
DEFENDANTS' RULE 12(B)(6) MOTION
TO DISMISS AND MOTION TO STRIKE**

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1 Resolute Forest Products, Inc., Resolute FP US, Inc., Resolute FP Augusta, LLC, Fibrek
2 General Partnership, Fibrek US, Inc., Fibrek International, Inc., and Resolute FP Canada, Inc.
3 (collectively, “Resolute” or “Plaintiffs”) respectfully submit this memorandum of points and
4 authorities in opposition to the motions to dismiss and strike the amended complaint (ECF No.
5 185 (hereinafter the “Amended Complaint” or “Am. Cmpl.”) filed by Greenpeace International
6 (“GPI”), Greenpeace, Inc. (“GP-Inc.”), Daniel Brindis, Amy Moas, Matthew Daggett, and Rolf
7 Skar, Greenpeace Fund Inc. (“GP-Fund”) (collectively, the “Greenpeace Defendants”),
8 ForestEthics (n/k/a Stand) and Todd Paglia (together with Stand, the “Stand Defendants”).¹

9 PRELIMINARY STATEMENT

10 The Amended Complaint alleges dozens of intentionally false, misleading, and
11 defamatory claims by the defendants about Resolute’s operations in, and effects on, the Canadian
12 Boreal forest. These claims misstate material facts and assert purported conclusions and
13 “opinions” that are not honestly held, lack a reasonable factual basis, imply facts that are not true,
14 and misrepresent and fail to disclose material information, interests, or conflicts. The case law
15 from the Supreme Court to every trial court in the country ubiquitously holds that such claims
16 enjoy no First Amendment protection. Indeed, each year courts sustain thousands of actions for
17 common law fraud, securities and other statutory frauds, and tortious interference based on far
18 less substantial allegations. Contrary to this long-settle rule of law, defendants move to dismiss
19 the Amended Complaint on the baseless fiat that all the false and defamatory statements alleged
20 constitute “opinions” only, and the equally baseless legal argument that all “opinions” are
21 protected speech. Neither is correct. The Amended Complaint alleges dozens of actionable
22 statements and omission, some in the form of outright (false) statements of facts and others in the
23 form of conclusions and opinions purportedly (but actually not) based on true facts.

24 First, the Amended Complaint alleges that the defendants repeatedly misrepresented that
25 their claims about Resolute were based on “objective facts,” “science,” “studies”, and “expertise”
26

27 ¹ Also submitted herewith is the Declaration of Lyn R. Agre (“Agre Decl.”) and
28 accompanying exhibits. All references to “¶ ___” are to paragraphs of the Amended Complaint.

1 when in fact their claims were not derived from, did not reflect, and were not meant to reflect any
2 of those things, but instead reflected what they have now admitted was the complete opposite:
3 “rhetoric” and “hyperbole” derived not from objective facts and science but from their
4 undisclosed objective of inflicting as much harm to Resolute as possible.

5 Second, the defendants manufactured and misrepresented photographs and maps, used
6 those misrepresented photos and maps to falsely accuse Resolute of harvesting in areas in which
7 it was not harvesting, violating the Canadian Boreal Forest Agreement, and endangering caribou
8 and so-called “intact forests.” The defendants then used those lies to manufacture a false pretext
9 for leaving the CBFA based on Resolute’s (non-existent) violations, and to accuse Resolute of
10 putting caribou herds and endangered forests at risk when, if such risks exist at all, they do not
11 come from Resolute.

12 Third, the defendants misrepresented that Resolute was actually responsible for material
13 amounts of deforestation and reinforced that misrepresentation by relating the effects of
14 Resolute’s operations to the massive deforestation of millions of hectares in other parts of the
15 world. In fact, as the defendants have now admitted in this case, Resolute was responsible for no
16 deforestation in the Boreal forest and nothing remotely similar to the operators deforesting other
17 parts of the world with whom defendants compared Resolute.

18 Fourth, in conjunction with misrepresenting that Resolute was deforesting the Boreal,
19 defendants also attributed to its operations material risks to climate change. To do so,
20 defendants, once again, related operations elsewhere in the world that materially diminish the
21 global forest’s ability to absorb greenhouse gases with Resolute operations which not only do not
22 contribute to that impairment but, in fact, enhance the boreal ability to mitigate climate change.

23 Fifth, the defendants misrepresented that Resolute had lost three FSC certificates due to
24 “serious shortcoming” in the sustainability of its operations when, in fact, two of those
25 certificates had simply expired and one was suspended due to a dispute between the Quebec
26 government and a First Nation that had nothing to do with Resolute, and which it could not do
27 anything about. The remaining certificate suspension did not reflect “serious shortcoming”
28 relating to sustainability, and the defendants made the material omission of not disclosing their

1 aggressive campaigning and interference that cause Resolute to lose that certificate when others
2 similarly, or less favorable situated, suffered no similar sanction.

3 Sixth, defendants misrepresented that Resolute was an environmentally irresponsible
4 outlier among the companies operating in the boreal forest, and that customers consequently
5 should source from its competitors. In fact, Resolute operations and practices were, at a
6 minimum, indistinguishable from those competitors, and, for the most part, superior based on the
7 very sustainability criteria the defendants claimed they cared about.

8 Seventh, the defendants repeatedly misrepresented the data and studies that they cite to
9 misrepresent that their publications and claims are based on science and objective facts. For
10 example, defendants' publications accusing Resolute's operations of impairing the forests ability
11 to mitigate climate change cites to a decade-old study and omit any mention to the subsequent
12 follow-up report that determined that the earlier studies conclusion were wrong. Likewise, as set
13 forth in more detail below, the defendants misrepresent and distort studies on caribou herds to
14 falsely accuse Resolute of operating in ranges in which caribou are at risk when, in fact, the
15 studies defendants are citing actually show that the herds with habitats in or near areas where
16 Resolute operates are stable or thriving, and Resolute has little to no material operations in the
17 habitats of at-risk herds.

18 Eighth, the defendants also omitted material facts from their publications that a
19 reasonable reader would have found necessary for those publications and claims not be
20 misleading. Most important, the defendants nowhere disclose that they are operating collectively
21 with other groups with the express shared objective of inflicting as much harm on Resolute, and
22 that this objective, and not science and objective facts, control their message.

23 Moreover, the Amended Complaint contains substantial detailed allegations establishing
24 malice. Among other things detailed below, the defendants had a written plan memorializing
25 their agreed upon objective of publicly portraying Resolute in as negative a light as possible, and
26 made explicit extortive threats to do so to Resolute directly. In furtherance of this objective,
27 among other things detailed below, defendants intentionally manufactured fake photos and maps
28 falsely depicting Resolute as operating in areas in which it was not, and based on that

1 manufactured “evidence,” misrepresented publicly that defendants were leaving the CBFA
2 because of Resolute’s (phony) breaches. In fact, the defendants knew the photographs and maps
3 were false, never inquired of Resolute before publishing the fake maps and photographs, refused
4 to admit their claims were false for months after Resolute had demonstrated they were false, and,
5 even after admitting they were wrong, did not rejoin the CBFA that they had scuttled based on
6 those false allegations because those false allegations were always an elaborate pretext to justify
7 their agreed upon plan to attack Resolute in violation of the CBFA’s terms.

8 As set forth in more detail below, the defendants continue to this day to manufacture fake
9 maps and photos, misrepresent and selectively disclose data and information, and refuse to
10 correct their errors even when challenged with the truth by Resolute as well as non-parties to this
11 litigation. Moreover, malice can be inferred from the sheer volume of repeatedly false and
12 inaccurate claims disseminated about Resolute, the fact the defendants are purported experts in
13 this field and claim their publications are based on thorough research and the best science, and
14 the fact that the falsity would be apparent to anyone with such credentials, data, and information.

15 Finally, the Amended Complaint alleges with specificity each element of a RICO claim.
16 The defendants were, according to their own written documents, associated in fact as an
17 enterprise in the very scheme alleged. That scheme consisted of the predicates acts of, among
18 others, mail and wire fraud and extortion against Resolute, its customers, and the defendants’
19 donors. And the Amended Complaint alleges directs and proximate harm to Resolute as a direct
20 result of those predicates acts directed at those three targets.

21 **FACTUAL BACKGROUND**

22 Since 2012, a network of putative environmental nongovernmental organizations
23 (“ENGOS”), including the Greenpeace Defendants, the Stand Defendants, Greenpeace Canada
24 (“GP-Canada”) and Canopy, and those working in concert with them (the “Enterprise”), have
25 targeted Resolute with a campaign, the explicitly stated objective of which was to destroy
26 Resolute’s business and that of any customer who did business with it. (¶ 67.) That campaign
27 was prosecuted through intentional, defamatory, fraudulent lies and threats. (*See infra.*)
28

1 In furtherance of the campaign, the Enterprise members agreed to widely disseminate an
2 intentionally and materially false, misleading, and defamatory narrative depicting Resolute as,
3 according to the Enterprise members, “*the most regressive forest products company*” in the world
4 and an “outlier” in the Canadian Boreal forest. (¶ 68.) Conversely, the campaign would promote
5 identically situated competitors as responsible companies with whom Resolute customers should
6 do business instead, even though those companies were, at a minimum, indistinguishable from
7 Resolute with respect to their business practices and often far less compliant with the standards
8 the Enterprise falsely claimed Resolute was ignoring. (¶ 68, 220.) The intentionally
9 misrepresented narrative would form the basis for extorting, defrauding, and interfering with
10 Resolute’s customers, certification partners, and the public, whose donations premised on
11 misrepresented claims funded the scheme. (*See infra.*)

12 The campaign was carefully planned among the Enterprise members and launched on a
13 false pretext. (¶ 76.) That pretext was the false claim that Resolute was violating the Canadian
14 Boreal Forest Agreement (“CBFA” or “Agreement”) that it and other companies had entered into
15 with the Enterprise members and other ENGOs two years earlier. (¶ 69.) At that time, the
16 Enterprise members had hailed the CBFA as an “historic agreement” that would ensure
17 sustainable forestry practices in the Canadian Boreal forest and “protected *virtually all* of the
18 critical habitat of the threatened woodland caribou.” (*Id.*) In exchange for the sustainability
19 commitments and restrictions the CBFA imposed on Resolute (and other signatory companies),
20 especially the moratorium on harvesting in designated caribou habitats, the signatory ENGOs,
21 including GP-Canada, Stand, and Canopy, agreed not to campaign against Resolute (and other
22 signatory companies). (¶ 70.)

23 At all times after launching the CBFA, Resolute operated outside of the moratorium area
24 GP-Canada described as protecting “*virtually all of the habitat of the threatened woodland*
25 *caribou,*” and otherwise complied with the CBFA in all material respects. (¶ 72.) Among other
26 things, Resolute committed thousands of hours to analyzing and proposing additional protected
27 lands to protect caribou, including proposals to increase such areas by 1.7 million hectares in
28 Quebec and 2 million hectares in Ontario; matched funds raised by ENGOs to conduct research

1 on species management; proposed bringing indigenous communities and governments into the
2 CBFA process so that its goals could be more quickly implemented; and prepared management
3 plans in collaboration with ENGOs, indigenous communities, and governments. (*Id.*)

4 Nevertheless, by the second half of 2012, the Greenpeace Defendants, the Stand
5 Defendants, and Canopy agreed to use a fabricated claim that Resolute was not abiding by the
6 CBFA to launch a public campaign against Resolute and its customers, titled the “Resolute:
7 Forest Destroyer” campaign, through which these Enterprise Members could generate publicity
8 and donations for their own benefit based on intentionally false claims about Resolute. (¶ 74.)

9 **A. The Campaign Plan**

10 The Enterprise’s campaign plan was memorialized in an operational memorandum
11 (“Operational Memo” or “Memorandum”). The Memorandum, authored by defendant Todd
12 Paglia of Stand (¶ 78), stated that “[a]ll ENGOs [would be] involved in th[e] campaign” with
13 “GP US and GPI becom[ing] actively involved,” and outlined the threats the Enterprise would
14 make against Resolute, and the actions it would take to destroy Resolute if it did not capitulate to
15 those threats. (¶ 78.) The Memorandum noted that “the very targeted market campaign directed
16 at Resolute” had the “full support from at least some of the funders,” which included GP-Fund
17 and GPI as well as various Enterprise member foundations willing to fund the campaign. (¶ 85.)

18 Among other things, the Operational Memo stated that the Enterprise would aggressively
19 disseminate the intentional misrepresentations that Resolute violated the CBFA and stood alone,
20 as a rogue environmental bad actor, among all other competitors and other CBFA members.
21 (¶ 77.) These claims were materially false and known to be so by each Enterprise member
22 because each knew that Resolute had not only abided by its commitments under the CBFA, but
23 exceeded those commitments, as well as those undertaken by its competitors, and was, at a
24 minimum, indistinguishable from other competitors whom the campaign plan intended to
25 juxtapose with Resolute as responsible environmental actors. (¶¶ 77-78.) The Operational
26 Memo further dictated that as part of that effort, “[o]ngoing very negative press and
27 communications [would be] directed at customers in Canada, the US and Europe” with all the
28 ENGO’s “working on the same team” and “saying don’t buy from Resolute unless they meet our

1 demands . . . buy from these other companies (and reference the positive work of the other CBFA
2 companies).” (¶¶ 78-79.) These communications would be made “with the intent of creating a
3 threat to the brands of any customers who buy from Resolute.” (¶ 78.) Other similarly, or less
4 favorably situated, companies, however, would be misrepresented as more environmentally
5 responsible suppliers for these customers to use instead. (¶¶ 79, 81, 86-87.)

6 The Operational Memo also indicated that the Enterprise would directly interfere with
7 Resolute’s operations by, among other things, commencing “[l]awsuits directed at all Resolute
8 tenures” and otherwise “increas[e] [the] amount of senior executive time will need to be
9 dedicated to managing the impacts of the campaign, responding to customer concerns, and
10 diverted away from managing the core business.” (¶ 82.) The campaign plan also provided that
11 “Resolute FSC certs come under coordinated attack by all ENGOs.” (¶ 83.) This was a critical
12 element of the plan because Enterprise members had long championed Forest Steward Council
13 (“FSC”) certification as the “gold standard” of the environmental movement and, consistent with
14 its pledge to the environmental community, Resolute had become the largest holder of FSC
15 certificates in the world. (¶ 284.) That status would have made it difficult for the Enterprise to
16 credibly depict Resolute as “the most regressive forest products company.” (¶ 83.) By
17 interfering with Resolute’s ability to secure FSC certificates, the Enterprise would directly impair
18 Resolute’s ability to sell its products, and also fabricate a basis to publicly attack Resolute. (*Id.*)

19 The Memorandum noted that the plan was to force Resolute to surrender control of its
20 operations to the Enterprise and promote the Enterprise members and their agendas and claims,
21 in exchange for which they would promote Resolute as Canada’s “most progressive forest
22 company,” instead of its most “regressive.” (¶ 84.)

23 **B. The Campaign Is Launched**

24 **1. The Misrepresented Pretext For Withdrawing From The CBFA**

25 The Enterprise foreshadowed its campaign plan by letter dated September 17, 2012,
26 jointly written by GP-Canada (Goodwin), Stand (Paglia), and Canopy (Carr) to member
27 companies of the Forest Products Association Of Canada falsely accusing Resolute of engaging
28 in “active logging and road building . . . in areas originally designated off limits within the

1 CBFA, including . . . in the Quebec region under priority [thereby] fast-tracking the erosion of
2 the legitimacy of [the CBFA].” (¶ 224.)

3 On December 6, 2012, the Enterprise launched its campaign against Resolute with a
4 highly sensational, publicized, and knowingly false report published by GP-Canada titled
5 “Exposed: Resolute Forest Products Breaks Historic Environmental Agreement” (the “Exposed
6 Report”). (¶ 89.) The Exposed Report intentionally misrepresented that Resolute was harvesting
7 in various regions of the Canadian boreal forest in violation of the CBFA, and purported to
8 corroborate those claims with five photographs purporting to show ongoing Resolute operations
9 in off-limits areas under the CBFA. (*Id.*) Each photograph included an unidentified Greenpeace
10 network member displaying GPS devices purporting to prove the accuracy of the locations
11 alleged. (*Id.*) The captions for the five photographs read as follows:

- 12 • Pin #1: New road built 20 km beyond the limits agreed to under the CBFA in
13 Resolute Forest Products’ managed area (FMU 25-51);
- 14 • Pin #2: Recently built road 10 km beyond the limits agreed to under the CBFA in
15 Resolute managed area (FMU 25-51);
- 16 • Pin #3: Active road building in Resolute managed area in the extreme north of FMU
17 24-51;
- 18 • Pin #4: Freshly bulldozed forest inside the CBFA’s off-limit areas in FMU 24-51;
- 19 • Pin #5: Active road building in off-limits intact forest in FMU 24-51. (¶ 90.)

20 The allegations that Resolute was harvesting in violation of the CBFA were knowingly
21 false and the GPS coordinates were intentionally and maliciously fabricated as a pretext to
22 withdraw from the CBFA and launch a campaign against Resolute. In fact:

- 23 • The images and coordinates misrepresented in pins 1 and 2 **were roads permitted**
24 **under the CBFA**. GP-Canada and the Stand Defendants knew the claims were false
25 because as CBFA signatories they were involved in the negotiation and selection of
26 the authorized harvesting areas and each possessed maps and information identifying
27 that road construction in those areas were authorized under the CBFA. (¶¶ 91, 328.)
- 28 • The roads corresponding to pins 3 and 4 **were built by the Quebec Ministry of**
Natural Resources (“QMNR”) as part of efforts to reforest areas that had been
damaged by fire. GP-Canada, GP-USA, GPI, and the Stand Defendants knew the
claims were misrepresented because they possessed public documentation through

1 QMNR regional offices that reflected the roads were built by QMNR, not Resolute,
2 for the sole purpose of providing access to large areas burned in the summer of 2007
3 after it was determined natural regeneration was insufficient. (¶¶ 92, 328.)

- 4 • The road corresponding to pin 5 built **by a forestry company that was not a**
5 **signatory to the CBFA**. GP-Canada and the Stand Defendants knew the claims were
6 misrepresented because as signatories to the CBFA they each had maps and
7 information sufficient to determine that the area was managed by a forestry company
8 other than Resolute. (¶¶ 93, 328.)

9 The Exposed Report was accompanied by a video “Scandal in the Boreal Forest,” which
10 also intentionally misrepresented that Resolute had “ravaged” certain forest areas in violation of
11 the CBFA. (¶ 94.) Once again purporting to rely on GPS coordinates, the Enterprise, through
12 GP-Canada, falsely claimed that Resolute was operating “20 kilometres beyond the limits set by
13 the [CBFA]” “in off-limit caribou habitat,” in violation of the CBFA. (*Id.*) The images were
14 doctored and intentionally misrepresented the truth:

- 15 • One image depicted an area that had been harvested in the 2000s -- before the CBFA
16 existed -- which the video attempted to pass off as site recently harvested by Resolute.
17 But, the configuration of worksites and abundant regeneration evidence that this land
18 had not been recently harvested. To conceal this deception and add putative
19 credibility to the image, the Enterprise included GPS coordinates that refer to a
20 *different* location burned by fires in 2007, not harvesting. “Experts” such as the
21 Greenpeace Defendants, the Stand Defendants, and GP-Canada would unequivocally
22 recognize that the image and the GPS coordinates could not correspond to each other
23 or areas impacted during the existence of the CBFA. (¶¶ 95, 96, 329.)
- 24 • Another image was intentionally misrepresented as evidence of Resolute’s harvesting
25 in violation of the CBFA, when in fact the activity and equipment depicted involved
26 the regeneration of an area that had been harvested before the CBFA, which was
27 evident to the Greenpeace Defendants, the Stand Defendants, and GP-Canada as
28 “experts” in the area of forestry and logging. Moreover, as members of the CBFA,
29 GP-Canada and the Stand Defendants knew this image was misrepresented because
30 each was aware from the information they possessed in negotiating the CBFA that
31 this area had been harvested before the CBFA became effective. (¶¶ 97, 329.)
- 32 • Several images purporting to depict Resolute’s harvesting causing destruction, were
33 in fact areas impacted by fires, as evident to the Greenpeace Defendants, the Stand
34 Defendants, and GP-Canada as “experts” in forestry, logging, and the Canadian
35 Boreal forests. Nevertheless, the Enterprise, through GP-Canada misrepresented
36 these areas because burnt areas look particularly devastated as fires, unlike harvesting,
37 do not proceed according to plans or include wooded buffers adjacent to lakes and
38 waterways. (¶¶ 98-99.)

- 1 • The final image was a satellite image of an area that was harvested in 2003, long
2 before the existence of the CBFA, as apparent to a trained or informed observer from
3 the image itself. Moreover, the GPS coordinates accompanying the video themselves
4 reflect that the area in question is primarily outside of Resolute’s forest management
5 unit. As putative experts, the Greenpeace Defendants, the Stand Defendants, and GP-
6 Canada were aware of this from the image itself, or a simple comparison of maps to
7 the GPS coordinates in GP-Canada’s and the Stand Defendants’ possession. (¶ 100.)

8 Over the next several days, GP-Canada, defendant Rolf Skar, and GP-USA continued to
9 disseminate the knowingly false misrepresentation that Resolute had violated the CBFA,
10 including in the following publications and communications: (i) 12/7/2012 email from Skar of
11 GP-USA to longtime Resolute customer Hearst accusing Resolute of violating the CBFA and
12 attaching the photographs from the Exposed Report, which Skar described as “evidence *we* had
13 collected” and referencing “*our*” letter to the CBFA steering committee, demonstrating that Skar
14 and GP-USA were working in concert with GP-Canada as outlined in the Operational Memo;
15 and (ii) 12/11/2012 GP-Canada article “It’s Over Resolute Forest Products” authored by Bruce
16 Cox, announcing that GP-Canada was leaving the CBFA because “[a] Greenpeace field
17 investigation revealed newly built roads in off-limits areas in Quebec’s endangered Montagnes
18 Blanches forest, a forest managed by our CBFA partner Resolute Forest Products.” (¶¶ 103-04.)

19 **2. The Enterprise Refuses To Retract Its Intentional Misrepresentations**

20 Resolute immediately responded to the false allegations that it had violated the CBFA.
21 (¶ 106.) By letter dated December 12, 2012, addressed to all CBFA signatories, including GP-
22 Canada, Stand, and Canopy, Resolute presented irrefutable evidence that GP-Canada’s, GP-
23 USA’s, Skar’s, the Stand Defendant’s, and Canopy’s allegations and putative proof were
24 materially false, misleading, and intended to deceive, including that the roadbuilding depicted in
25 the five photographs were either (a) authorized by the CBFA; (b) built by QMNR; or (c) built by
26 another forestry company. (¶¶ 106, 352-53.) The letter also presented evidence that the images
27 in the video were phony and misleading. (¶ 107, 352-53.)

28 Despite being immediately informed that its accusations and proof were false, the
Enterprise not only declined to retract the claims or purported evidence, but instead immediately
redoubled its efforts to disseminate them. (¶ 108.) For example, by letter dated December 14,

1 2012 from Stephanie Goodwin of GP-Canada to CBFA signatories, the Enterprise purported to
2 “provide further clarity on Resolute Forest Product’s logging activity in off-limits areas of the
3 [CBFA]” and continued to falsely accuse Resolute of “allow[ing] road building in original CBFA
4 Areas of Suspended Harvest . . .” (*Id.*) In response, on December 17, 2012, Resolute again
5 informed GP-Canada that these claims were contradicted by available evidence, and demanded
6 that Greenpeace immediately cease and desist from making these allegations and remove all
7 references from Greenpeace’s website. (¶ 109.) Nevertheless, very next day, the Enterprise,
8 through GP-Canada, launched a petition on a third-party website falsely accusing Resolute of
9 “violating the [CBFA] by approving logging roads in off-limit forest areas.” (¶ 110.) The
10 petition linked to the Exposed Report and the accompanying photographs and videos. Within
11 weeks, 15,000 individuals signed the petition and a significant number donated money. (*Id.*)

12 GP-Canada, GP-USA, and defendant Brindis continued to disseminate the false claim
13 that Resolute had violated the CBFA throughout January 2013, including in the following
14 publications: (i) 1/16/2013 GP-Canada “Boreal Alarm Report” (the “Boreal Alarm Report”),
15 which falsely asserted that “Resolute recently began building roads in off-limits forest areas” in
16 violation of the CBFA . . .”; (ii) 1/17/2013 GP-Canada post titled “Resolute Forest Products fails
17 to deliver on sustainability” which falsely claimed that Greenpeace’s “investigation” revealed
18 that Resolute “has authorized logging and the construction of roads in this off-limits forest.” (¶¶
19 111-12.) On January 21, 2013, Brindis of GP-USA sent Hearst the Boreal Alarm Report.
20 Brindis referred to the report as “*our*” report, demonstrating that GP-USA worked in concert with
21 GP-Canada in preparing the malicious and misleading report. (¶ 113.) More significantly,
22 Brindis’s email to Hearst referenced his review of Resolute’s December 12 rebuttal
23 demonstrating that Brindis and GP-USA continued to make these false charges notwithstanding
24 knowledge of irrefutable evidence to the contrary. (¶¶ 113, 233.) On January 22, 2013, GP-USA
25 published a blog post titled “Greenpeace calls for a halt on logging in five key areas in the Boreal
26 Forest,” which linked to the Exposed Report and putative supporting “evidence.” (¶¶ 113, 355.)

27 It was not until Resolute threatened impending legal action by Resolute, and the
28 campaign had been successfully launched, that the Enterprise retracted the lies in an effort to

1 escape legal liability. (¶ 114.) On March 19, 2013, *more than three months* after Resolute first
 2 rebutted the false allegations that Resolute was harvesting in violation of the CBFA, GP-Canada
 3 purported to issue a “Notice of Correction Regarding Resolute Forest Products’ Operations,”
 4 acknowledging that it “incorrectly stated that Resolute had breached the [CBFA] by . . . secretly
 5 engag[ing] in logging contrary to the terms of the [CBFA].” (¶ 115.) But Greenpeace
 6 misrepresented that these false claims were caused by “incomplete maps” and that it “did not
 7 intend to hurt the company but intended to promote a vision of the Boreal that includes
 8 Resolute,” when, in fact, hurting the company was precisely the intention of these false claims,
 9 which the Enterprise members disseminating them knew were false when the dissemination
 10 began and continued to disseminate for months even after being provided with information
 11 categorically showing the claims were false. (¶¶ 108-16.) These intentionally false claims of
 12 innocent mistake were designed to conceal Enterprise’s malice and preserve its credibility and
 13 ability to execute the next phases of the agreed upon campaign. (¶ 115.)²

14 Moreover, the denial of any intention to harm Resolute itself misrepresented the
 15 Enterprise’s specific intent to hurt Resolute’s brand and business that was the express objective
 16 of the campaign. (¶ 117.) Indeed, despite its admitted falsity of its stated basis for leaving the
 17 CBFA, GP-Canada refused to resume CBFA participation. (*Id.*) Instead, as the Operational
 18 Memo indicated, the Enterprise prosecuted an intensified campaign targeting Resolute and its
 19 customers. (¶¶ 117-19.)

20 **C. Defendant Paglia Delivers The Enterprise’s Extortive Threats**

21 Shortly after these opening salvos of the campaign, defendant Paglia of Stand, on behalf
 22 of the Enterprise and according to the agreed upon plan, issued a series of threats to Resolute,
 23 which largely tracked the written campaign plan the Enterprise had created. (¶ 131.) On April
 24

25 ² While defendants claim that the parties executed a release in connection with the retraction
 26 (ECF No. 199 at 29, n.7), no release was ever executed. Indeed, defendants cite a pleading
 27 addressing the *possibility* of a release as support for the existence of an actual release. (*See*
 28 Koonce Ex. 9.) As the Court correctly stated at the October 10, 2017 hearing, because the
 release itself was not submitted by defendants, it cannot properly be considered by the court on
 this motion. (Agre Decl. Ex. C.)

1 25, 2013, Paglia wrote to Resolute threatening “very active campaigning” unless Resolute agreed
2 to not only honor the previously agreed-upon protected areas and substantial additional areas
3 Resolute had proposed adding to that protected areas, but also vast additional areas that Resolute
4 alone could not possibly agree to meet and remain in business. (*Id.*) Paglia reiterated these
5 threats during a May 7, 2013 meeting at Resolute’s offices, where he threatened that the
6 Enterprise would destroy Resolute’s brand among its critical market constituents. (¶ 132.)
7 Citing successful “campaigns” against Fortune 500 companies, including Staples, Dell, and
8 Victoria’s Secret, Paglia stated “[we] provide all these companies with the option of doing it the
9 easy way. If they want to do it the hard way, we can see a tremendous amount of negative press
10 and damage to their brand.” (¶ 132-33.) Between May 10 and 14, Paglia, through an
11 intermediary, threatened Resolute’s CEO Richard Garneau with interference with Resolute’s
12 customer and industry relationships. (¶ 134.) At the time Paglia made these threats on behalf of
13 the Enterprise, he knew that the threatened claims were false because, among other things, they
14 misrepresented Resolute’s operations in, and impact on, the Boreal Forest, and misrepresented
15 that Resolute was an irresponsible environmental actor in the Boreal Forest while identifying
16 identically situated, or less favorably situated, competitors as responsible actors. (¶¶ 87, 133.)

17 **D. The “Resolute: Forest Destroyer” Campaign**

18 When Resolute refused to acquiesce to the Enterprise’s extortive demands, the Enterprise
19 carried out their campaign plan consistent with the agenda set forth in the Operational Memo.
20 Over the next four years and continuing to this day, GP-USA, GP-Canada, GPI, the Stand
21 Defendants and the other Enterprise members aggressively prosecuted the “Resolute: Forest
22 Destroyer” campaign. (¶ 88.) Most aggressively targeted were: (a) Resolute, against which the
23 Enterprise relentlessly disseminated false statements and omissions designed to intentionally
24 misrepresent it as the “most regressive forest products company” and to inflict enormous damage
25 to its business and brand (¶¶ 135-221); (b) Resolute’s customers, which the Enterprise misled
26 with disinformation and pressured to endorse the campaign with fraudulent demands and
27 extortive threats (¶¶ 228-81, 298-318); and (c) FSC, whom the Enterprise misled with
28

1 disinformation and pressured to support the campaign by applying materially different standards
2 to Resolute than were applied to other identically situated companies. (¶ 282-88.)

3 **1. The Enterprise’s Manufactures And Disseminates Lies about Resolute**

4 The campaign’s narrative intentionally misrepresented its objective as ensuring that
5 Boreal timber harvesting was conducted in a sustainable manner. (¶ 136.) In truth, as set forth in
6 the Operational Memo, the objective was to harm Resolute, irrespective of the facts that (a) its
7 operations were indistinguishable from, or more environmentally responsible than, those
8 companies that the Enterprise praised and directed customers to patronize over Resolute; (b) it
9 was complying with the terms the Enterprise members had requested under the CBFA; and (c) it
10 was harvesting in areas in which the Enterprise members had agreed it could harvest prior to
11 launching their campaign. (*Id.*; see also ¶¶ 75-87.)

12 The Enterprise also intentionally manufactured a false sense of urgency, importance, and
13 magnitude by grossly misrepresenting and exaggerating the conditions in the Canadian Boreal
14 forest and Resolute’s involvement and impact there, and drew factually unfounded and materially
15 misleading associations to hot-button issues such as global warming, endangered species, and the
16 treatment of indigenous peoples for which they did not possess, and knew there was no,
17 reasonable factual bases. (¶¶ 137-38.) To make such claims credible, the Enterprise
18 misrepresented that they had “developed an expertise in matters related to the protection and
19 conservation of Canada’s boreal forests,” that their campaign was developed in
20 collaboration with “experts, scientists and researchers” and their claims of catastrophic impacts
21 were based on the “best science” and “supported by the most recent scientific data.” (¶ 139.)
22 However, this was demonstrably untrue because the intentional misrepresentations that
23 comprised the “Resolute: Forest Destroyer” campaign were not based on expertise or science,
24 were not developed in collaboration with “experts, scientists, and researchers from across the
25 globe”; and were not “supported by the most recent scientific data.” (¶ 140.) To the contrary,
26 the claims made against Resolute were motivated not by science or conservation but exclusively
27 by the intent to hurt the brands of Resolute and its customers. (¶¶ 74-87, 141.)
28

1 That the campaign’s core claims were intentionally misrepresented as based on science
2 and fact is also demonstrated by the Greenpeace Defendants’ subsequent concessions in
3 defending this action that their claims about Resolute “do not hew to strict literalism or scientific
4 precision,” but were instead “hyperbole” and “rhetoric.” (¶ 141.) Such disclaimers are utterly
5 inconsistent with diametrically opposite presentations made in the actual campaign, and, had
6 such disclaimers been included in that campaign, it would have fundamentally changed the
7 meaning and import of the campaign’s claims to any ordinary reader. (*Id.*)

8 The intentionally false claims about Resolute’s operations and impact in the Boreal Forest
9 were as follows:

10 **a. The Enterprise Misrepresents That Resolute Was**
11 **Causing The Destruction Of Vast Acres Of Forest**

12 At the heart of the “Resolute: Forest Destroyer” campaign is the allegation that Resolute
13 is a “Forest Destroyer” primarily responsible for “destruction of *vast acres of Canada’s*
14 *magnificent Boreal forest*” and “threatening the future of the Boreal forest and the wildlife that
15 rely on it to thrive.” (¶ 144.) There is no reasonable doubt that the Enterprise intended their
16 audience to understand Resolute’s alleged destruction to be literal destruction. As defendant
17 Paglia stated when asked for the “essential basis” for the campaign against Resolute: “It’s really
18 basic. So, there was a forest there. They come in, clear cut vast areas of it and *then there’s not a*
19 *forest there. So, thus it was destroyed.*” (Agre Decl., Ex. B.)

20 To convey the literal message that Resolute’s harvesting alone would cause vast acres of
21 the Canadian Boreal forest to no longer exist, the “Resolute: Forest Destroyer” campaign
22 consistently associated Resolute’s operations with significant land use changes worldwide that
23 resulted in literal deforestation and tree loss from mass conversion (and permanent loss of)
24 forests lands to agricultural and population centers and other non-forestry related conversions,
25 such as deforestation events in Africa, Asia, and South America. (¶¶ 143-44, 150 n.2.)

26 The campaign reinforced this literal definition even more strongly by likewise associating
27 Resolute’s conduct with a magnitude of climate change risk that could only equate to
28 deforestation on a scale not remotely comparable to Resolute’s harvesting and regeneration.

1 Thus, almost every substantive communication about Resolute notes that the global Boreal forest
2 was “the largest forest carbon storehouse” in the world holding “more carbon than all the
3 rainforests combined.” (¶ 145 n.1, ECF No. 185-1.) And having done so, the campaign would
4 claim that Resolute’s forestry practices posed a material risk that was of such a magnitude that it
5 would “jeopardize[] one of the Earth’s largest carbon sinks and put[] our global climate at risk.”
6 (*Id.*) The obvious intent and only reasonable interpretation of this information is that Resolute’s
7 activities constitute a material risk to the boreal forest’s ability to store carbon. But this intended
8 message is a gross misrepresentation. Whatever impacts Resolute’s harvesting has on climate
9 change, they are *de minimis* in the context of the global Boreal forest. (¶ 145.)

10 The Enterprise members, including GP-Canada, GP-USA, Stand, Paglia, Moas, Brindis,
11 and Skar, knew based on their expertise that these associations and depictions were materially
12 false and misleading because Resolute accounts for *no* forest loss, nor does any other forestry
13 company in the Canadian Boreal. (¶¶ 146-47.) Less than .5% of Canada’s vast Boreal forest is
14 harvested annually, and Resolute is responsible for only a minority of that miniscule percentage.
15 Where Resolute does harvest, each area is promptly and successfully regenerated either naturally
16 (75% of the time) or by Resolute or the government seeding and planting. (*Id.*) There is
17 virtually no permanent loss of the Boreal forest acreage annually and the nominal .02% that is
18 lost is largely attributable not to forestry but to other causes such as industrial and urban
19 development and transportation. (*Id.*) Indeed, when forced to defend this statement in this
20 action, the defendants conceded that “*RFP did not literally destroy an entire forest.*” (¶ 149.)

21 Defendants’ own expert likewise conceded that Resolute was not responsible for
22 deforestation, but that “destruction” could also mean the possibility that harvesting might impact
23 the forest composition of insects, fungi, fauna, and tree age because “a forest is made up of more
24 than trees.” (¶ 149.) Yet, this is most definitely the message conveyed in the campaign, which
25 claimed literally that Resolute’s “destruction” was literally comparable to the vast deforestation
26 occurring in other parts of the world. (¶ 143, 150-51, 150 n.2.) Defendants’ statements about
27 Resolute were talking explicitly about “destroying *vast swathes* of the Canadian Boreal forest,”
28 not tree age or fungi; “forest loss” of a type comparable to other parts of the world where entire

1 forests were literally destroyed; and of a magnitude that the defendants said would “jeopardize[]
2 one of the Earth’s largest carbon sinks and put[] our global climate at risk.” (*Id.*)

3 The same is true of their claims about climate change risk. The defendants knew from
4 experience, and expertise that not only did Resolute’s harvesting not create a climate change risk
5 comparable to the deforestation in Asia, Africa, and South America, even all of the harvesting in
6 the Canadian Boreal would not have created such a comparable climate change risk. (¶ 151.) To
7 the contrary, the U.N. Intergovernmental Panel on Climate Change -- often cited by the
8 Greenpeace Defendants elsewhere -- has declared that sustainable forest harvesting is one of the
9 most important mechanisms for removing greenhouse gases from the atmosphere. (¶ 152.) As
10 numerous studies have shown, greenhouse gas absorption and sequestration are maximized by
11 harvesting old trees that have ceased absorbing greenhouse gases and are, or will soon begin,
12 emitting greenhouse gases, and regenerating with new trees that absorb the most greenhouse
13 gases during their growth and maintenance phases. (¶ 344.) The U.N.’s most recent reporting
14 declares that deforestation in the Boreal caused less than 2% of Canada’s total greenhouse gas
15 emissions in 2012, amounting to 0.06% of global emissions. (¶¶ 151-52.) Thus, the Enterprise’s
16 efforts to falsely equate Resolute’s harvesting with climate change risk comparable to
17 deforestation in Asia, Africa, and South America which dramatically diminish the ability of the
18 global forests to mitigate climate change is equally untethered to facts or science. (¶ 152.)

19 Thus, it is no surprise that the “scientific evidence” that GP-USA purports to rely on in its
20 December 2016 letter to “support” its false claims about climate change risk is misrepresented.
21 While GP-USA cites a 1998 study based on computer modeling of hypothetical forest landscapes
22 with limited focus on the regions in question, a more recent (2013) study by the same scientist,
23 which relied on observed data (not simulation) to evaluate the climate impacts of Canada’s
24 Boreal forest, concluded that the Boreal forest is having a slight *cooling* effect on global climate,
25 helping rather than further warming the planet. (¶ 153.) As organizations that hold themselves
26 out as “experts,” and claim to base its campaigns on the “best available science” (¶ 139), GP-
27 USA and Moas either intentionally failed to disclose or recklessly disregarded the 2013 study,
28 which flatly contradicts its false claims about Resolute’s impact on climate change. (*Id.*)

1 **b. The Enterprise Misrepresents Resolute’s Operations**
 2 **In The So-Called “Intact” and “Endangered Forest”**

3 After it was forced to retract its false allegation that Resolute had violated the CBFA, the
 4 Enterprise renamed various areas and minted new areas where it claimed Resolute should not be
 5 harvesting. (¶¶ 155-59, 197-218, ECF No. 185-4.) These new areas the Enterprise claimed were
 6 undisturbed, “intact forests” that it designated “endangered” forests. (*Id.*) The campaign
 7 misrepresented material facts about Resolute and these so-called “endangered forests” in
 8 furtherance of its objective to harm Resolute’s brand and business and that of its customers. (*Id.*)

9 First, the Enterprise made materially false and misleading statements misrepresenting the
 10 uniqueness of these so-called “intact forests” and the pressure they were under. (¶¶ 155-59.) For
 11 example, the February 2016 Endangered Forests In The Balance Report issued by GP-Canada
 12 and featured on the websites of GP-Canada, GP-USA, and GPI intentionally misrepresents that
 13 “*Canada leads the world in loss of intact forests, with 21% of intact forest loss worldwide*
 14 *between 2000 and 2013 occurring in Canada . . . [b]etween 2000 and 2013 . . . nearly 50% of the*
 15 *Intact Forest Landscapes in the Montagne Blanches Endangered Forest have been lost or*
 16 *degraded.”* The study GP-Canada cites to putatively support this assertion states the exact
 17 opposite. In fact, the study reveals that far from leading the world in intact forest loss, North
 18 America combined lost the *least amount of intact forests* on Earth. (¶ 157.) Even more
 19 important, contrary to GP-Canada’s assertion that Resolute controls the fate of any of these intact
 20 forests, the same study revealed that the majority of intact forest loss in North America was from
 21 fire and other natural disturbances. (*Id.*) This same false allegation was featured prominently in
 22 GP-Canada’s and GP-USA’s February 2016 Report “Certification Update: Montagnes Blanches
 23 Endangered Forest,” which defendant Moas disseminated to Resolute customers throughout
 24 March and April of 2016; Moas’s December 2016 letter to Book Publishers, and GP-USA’s May
 25 2017 Clearcutting Report. (*See* ¶ 278, 304, 309; ECF No. 185-4.)

26 In falsely alleging that Resolute’s operations threaten “Canada’s remaining large intact
 27 areas of undisturbed forest” or the last of the world’s “[l]arge undisturbed and intact landscape,”
 28 (¶ 158 n.3), GP-Canada, GP-USA, and Moas intentionally omit that 85% of so-called intact

1 forest landscapes are above the Area of Undertaking (Ontario) and the Northern Limit of
2 Allocation (Quebec) where the law prohibits harvesting, and 90% of intact forest landscapes in
3 Quebec are either beyond the Northern Limit or in otherwise protected areas. (¶ 158.) Resolute
4 only harvests in a fraction of the remaining intact forest landscape in Quebec and Ontario, and
5 those areas in which Resolute does harvest are predominately not intact forest landscapes, and
6 any Resolute contribution is entirely immaterial, temporary, and important to the forest's cycle of
7 regeneration and regrowth. (*Id.*)

8 To falsely accuse Resolute of harvesting in the Montagnes Blanches, the Enterprise
9 simply redrew existing borders beyond the historical delineations of the Montagnes Blanches.
10 (¶ 212.) Beginning in 2010 with the publication of GP-Canada's "Boreal Refuge" GP-Canada
11 unilaterally designated large areas of land the "Montagnes Blanches," even though these regions
12 fell outside the area historically designated as protected. (*Id.*) Remarkably, GP-Canada's
13 revisions include only a portion of the actual Montagnes Blanches, but of course include forest
14 management units managed by Resolute which are overwhelmingly located outside the
15 Montagnes Blanches. (*Id.*) In 2013, GP-Canada and Brindis, further expanded the borders of the
16 "Montagnes Blanches" beyond its 2010 delineation in the Boreal Alarm report. (¶¶ 213.)

17 The Greenpeace Defendants' 2013 delineation of the Montagnes Blanches continue to be
18 featured in numerous GP-Canada and GP-USA reports. (¶¶ 214-16, ECF No. 185-4.) For
19 example, in February 2016, GP-Canada and GP-USA published the expanded boundaries in their
20 respective reports "Endangered Forests in the Balance" and "Certification Update" and falsely
21 associated Resolute with the loss or degradation of "nearly 50% of the Intact Forest Landscapes
22 in the Montagne Blanches Endangered Forest" by expanding the region's borders to include
23 Resolute's forest management units. (¶ 216.) Throughout March and April 2016, Moas
24 distributed the reports to Resolute's customers, claiming that Resolute was "central to the fate of
25 the Montagnes Blanches Endangered Forest." (¶¶ 216, 274-81.)

26 In direct response, on May 31, 2016, Quebec's Forestry Minister admonished GP-Canada
27 for unilaterally expanding the borders of the Montagnes Blanches: "[T]he map has major
28 deficiencies that misrepresent geographical reality and are likely to mislead readers. The map

1 extends well beyond the Montagnes Blanches sector officially recognized by the Quebec
2 government for the protection of the woodland caribou.” (¶ 217.) The statement also linked to
3 an official map of the Montagnes Blanches. (*Id.*)

4 Notwithstanding this corrective disclosure, Moas, Brindis, and Skar continued to publish
5 the fake map of the Montagne Blanches and disseminate the false claim that Resolute was
6 logging in the Montagnes Blanches, including in GP-USA’s December 2016 letter and GP-
7 USA’s May 2017 Clearcutting Report. (¶¶ 218, 304-18, 357-60, ECF No. 185-4.)

8 **c. The Enterprise Misrepresents the Sustainability**
9 **of Woodland Caribou**

10 The Enterprise also intentionally misrepresents that Resolute, alone, is “destroying
11 critical habitat of the endangered woodland caribou” thereby “pushing woodland caribou to the
12 brink of extinction.” (¶ 160-62, 162 n.4, 247, ECF No. 185-2.) These claims are made solely to
13 damage Resolute’s brand and business and lack any basis in fact.

14 Initially, in connection with the CBFA, GP-Canada, the Stand Defendants and Canopy,
15 agreed that forestry companies could and would harvest in areas outside the moratorium. That is
16 because harvesting in these areas is not destructive. (¶161.) Indeed, in 2011, in talking about the
17 CBFA that it negotiated, GP-Canada heralded that the Agreement provided, a “moratorium area
18 that protected virtually all of the habitat of the threatened woodland caribou.” (¶163.) Yet, to
19 this day, Resolute’s harvesting remains absent from “virtually all of [that] habitat,” and,
20 therefore, the woodland caribou could not possibly have gone from “protected” to “endangered”
21 due to Resolute’s activities. (*Id.*) To the extent that Resolute has harvested in some nominal
22 portion of the moratorium areas since the end of the suspended period under the CBFA, such
23 incursions were at miniscule levels of approximately .41% (.0041). (¶164.) It cannot be credibly
24 stated that the reduction of .0041 from a 29 million hectare “area that protects virtually all of the
25 caribou habitat” caused caribou to go from “protected” to “endangered.” (*Id.*)

26 Moreover, the Enterprise fails to disclose that in both Quebec and Ontario, Resolute’s
27 harvesting is conducted according to management plans issued by the provincial governments,
28 which have strict guidelines and regulations for caribou management. (¶ 337.) Indeed, pursuant

1 to these strict regulations, 77% and 76% of woodland caribou ranges, respectively, are located
2 above the Area of Undertaking (Ontario) and Northern Limit of Allocation (Quebec), off-limits
3 to forestry by law. (¶ 338.) Of the remaining habitat, Resolute is responsible for only a fraction,
4 along with numerous other forestry companies. (¶¶ 165, 334.) Nevertheless, the Enterprise
5 describes only Resolute as a destroyer of these habitats, attributing entirely the purported
6 disruption of all the other forest companies in these same areas to Resolute. For example, in the
7 Trout Lake-Caribou Endangered Forest -- one of the areas the Enterprise claims should be
8 protected because it is intact and overlaps with a caribou range -- Resolute accounted for only
9 .04% of the harvest from that area last year. (¶ 165.) Moreover, Resolute is responsible for just
10 over 10% of the fibre harvested in the Caribou Zone in Ontario. Thus, if the Enterprise's
11 assertion that harvesting would "jeopardize[e] woodland caribou" in Ontario and its "intact
12 endangered forest" were true, then the forestry companies responsible for 99.06% of that
13 harvesting, not Resolute, would be responsible for that impact. (*Id.*)

14 The Enterprise similarly creates the false impression that Resolute is harvesting in the last
15 intact forests in Quebec and Ontario, thereby creating disturbances that lead to the population
16 decline of woodland caribou in those regions. (¶ 169.) As set forth in the Environment Canada
17 report which GP-USA purports to rely on, many of the regions in the managed forests of Ontario
18 and Quebec -- including those in which Resolute does not hold harvesting rights -- have already
19 been disturbed by impacts other than harvesting, such as fire. (*Id.*) Moreover, the land on which
20 Resolute harvests is owned by the Province of Quebec and if Resolute was not harvesting there,
21 some other forestry company would be. (¶ 171.)

22 The Enterprise's claim that "caribou herds whose range overlaps with Resolute's
23 Montagne Blanches operations are unlikely to survive beyond 50 years due to continuing habitat
24 destruction," featured in GPI's May 2014 FSC At Risk Report grossly, likewise misrepresents
25 the studies on which they are relying. (¶ 162.) The overwhelming amount of the caribou range
26 in Quebec is not disturbed and, according to the very studies GPI cites, 94% of the caribou herds
27 that overlap with what GPI calls the Montagne Blanches enjoy undisrupted habitats and are
28

1 identified as self-sustaining. (*Id.*) Another 4% are stable. (*Id.*) Of the remaining 2%, in two
 2 herds of 150 caribou each, Resolute has harvested a nominal part of their habitat. (*Id.*)

3 **d. The Enterprise Misrepresents Resolute’s**
 4 **Relationship with First Nations Communities**

5 The Enterprise also disseminated the lie that Resolute has exploited, “abandoned,” and
 6 “impoverished” indigenous communities, known in Canada as “First Nations.” (¶ 174 n.5, ECF
 7 No. 185-3.) In fact, Resolute provides substantial economic benefits to the communities in the
 8 Boreal through employment, vendor contracts, and various forms of joint ventures through which
 9 they share in the economics of Boreal forestry, and as a result, has numerous successful
 10 partnerships with various First Nations. (¶¶ 175-76.) While there are occasional conflicts as
 11 would be expected among any commercial endeavor involving multiple interested constituencies,
 12 there is no factual basis for the extreme claims of exploitation and impoverishment. (¶172.)

13 Indeed, in response to these false allegations, on April 17, 2014, Chief Klyne of the Seine
 14 River First Nation wrote to GP-Canada to “set the record straight” regarding Greenpeace’s false
 15 claims that Resolute shows “disregard for Indigenous rights and disrespect for workers and the
 16 communities in which they operate,” and “continues to generate conflict through unsustainable
 17 operations on culturally valuable forests.” (¶ 184.) Admonishing GP-Canada, Chief Klyne
 18 stated: “Quite frankly, the Greenpeace assertion that it speaks for First Nations impacted by
 19 practices on our homelands is not only false, but insulting and misleading . . . in fact the First
 20 Nations of the Sapawe Forest area have engaged in negotiations with Resolute and Ontario since
 21 2010 and, in agreeing to become the forest management unit for the Sapawe forest, gave free,
 22 prior and informed consent, which lead to partnerships with Resolute on other fronts that allows
 23 the First Nations to develop economic certainty for the future.” (¶¶ 184-85.) Chief Klyne
 24 advised GP-Canada that rather than protect First Nations, the campaign had “sabotaged” this
 25 economic certainty “by contacting our destination market to not buy products from us.” (¶ 185.)

26 **2. The Enterprise Targets Resolute’s FSC Certificates**

27 As outlined in the Operational Memo, the disinformation campaign targeting Resolute’s
 28 customers was prosecuted in tandem with its “coordinated attack” on “Resolute’s FSC certs.”

1 FSC is an international non-profit association, of which Greenpeace is a founding member and
2 whose certifications the Enterprise Members had touted as the “gold standard” in the industry.

3 (¶ 283.) By July 2012, Resolute held the largest number of FSC certificates in the world.

4 (¶ 286.) This status would have made it difficult for the Enterprise to credibly depict Resolute as
5 “the most regressive forest products company,” and thus it was essential for the Enterprise to
6 procure the loss or suspension of some of Resolute’s FSC certificates. (¶ 285.)

7 Beginning in July 2012, immediately following Resolute’s announcement that it had
8 become the world leader in FSC certification, the Enterprise, through GP-Canada, filed a false
9 complaint with FSC, alleging that Resolute was not in compliance with FSC standards. (¶ 286.)
10 Rainforest Alliance was retained to conduct an independent audit of the disputed areas. (¶ 287.)
11 However, the Enterprise contaminated the independence of the audit by, among other means,
12 launching a parallel campaign attacking FSC for not being stringent enough and threatening to
13 tarnish the FSC brand by accusing it of certifying Resolute despite its highly publicized claims
14 that Resolute was harming the Boreal forest, woodland caribou, and First Nations. (¶¶ 192-93.)

15 The Enterprise’s success in causing the suspension of certain of Resolute’s FSC
16 certificates is directly evidenced by the dramatically disparate treatment to which Resolute’s FSC
17 certificates were subjected. (¶ 194.) While Resolute did have three discrete certificates -- those
18 for Lac St-Jean, Mistassini-Peribonka, and Black Spruce & Dog River -- suspended in December
19 2013, the audits that led to these temporary suspensions were not based on any wide-ranging
20 findings of misconduct in connection with Resolute’s on-the ground practices, but were based on
21 narrow idiosyncratic issues, within the jurisdiction of the Quebec and Ontario governments.
22 First, one audit cited a specific, complex territorial dispute between the Quebec Government and
23 two First Nations, even though Resolute was not a direct party to the dispute and lacked any
24 ability to control or resolve it. (¶ 194(a).) Second, both the Lac St-Jean and Mistassini-
25 Peribonka audits challenged the adequacy of Resolute’s habitat conservation plan -- a plan which
26 fully complied with the provincial government’s caribou conservation requirements -- even
27 though other FSC holders relying on the same conservation plan did not have their FSC
28 certification suspended. (¶ 194(b).) With respect to the certification of Black Spruce & Dog

1 River forest, in November 2015, the FSC overturned the suspension and reinstated Resolute's
2 FSC certificate. (¶ 361.)

3 Once the Enterprise procured the suspension of Resolute's FSC certificates, the
4 Enterprise, including Brindis of GP-USA, immediately purported to corroborate its false claims
5 by misrepresenting that the suspensions and terminations resulted from Resolute's unsustainable
6 practices. (¶¶ 260-61.) For example, in a March 30, 2015 email sent to Resolute's customer,
7 Quad Graphics, Brindis stated: "This past year, and virtually unheard in the forestry certification
8 world, two of Resolute's FSC certificates have been terminated and an additional two certificates
9 have been suspended due to serious shortcomings related to Indigenous Peoples' Rights, old
10 growth forest protections, endangered species (caribou) conservation and lack of stakeholder
11 support for operations." (*Id.*)

12 The assertion of "serious shortcomings" was knowingly and/or recklessly false. First, as
13 an "issues expert" on matters related to the Canadian Boreal Forest and FSC certification, Brindis
14 and GP-USA knew and/or recklessly disregarded the fact that the termination of two of
15 Resolute's FSC certificates resulted from the natural expiration of their five year terms, not
16 "serious" or any shortcomings on the part of Resolute. (¶ 261.) Moreover, the suspension of
17 Resolute's Lac St. Jean certificate was resulted from matters within the jurisdiction of the
18 Quebec government. (*Id.*) Indeed, numerous public disclosures issued prior to Brindis's e-mail
19 to Quad Graphics confirmed these facts, including: (i) an October 31, 2014 press statement by
20 the Quebec Forestry Minister which explained that the suspension of the Lac St. Jean was due to
21 narrow issues that were the responsibility of the Quebec government, not Resolute; (ii) a
22 December 31, 2014 Rainforest Alliance press release announced that the Mistissini-Peribonka
23 FSC certificate in Quebec reached the five-year expiration date of the certification agreement on
24 December 3, 2014; (iii) a January 13, 2015 FSC press release stated that "[A]ll FSC certificates
25 have a term of 5 years prior to renewal or expiration. In the absence of any renewal or transfer
26 process, the Caribou Forest certificate has expired and thus terminated." (¶¶ 187, 261.)

1 Nevertheless, the Enterprise continued to falsely assert that these limited suspensions and
2 terminations corroborated their false claims about Resolute, including in the December 2016
3 letters to book publishers and the Clearcutting Report. (¶¶ 186-96, 304-318, 365-66.)

4 **3. The Enterprise Threatens And Contaminates** 5 **Customer and Industry Relationships**

6 The Greenpeace Defendants, the Stand Defendants, and GP-Canada ubiquitously
7 disseminated the Enterprise’s disinformation via websites, blog posts, Twitter, emails, letters,
8 and innumerable direct in-person and telephonic conversations, to Resolute’s critical business
9 constituents, including “customers in Canada, the US and Europe” who the Enterprise threatened
10 “don’t buy from Resolute” and with the specific “intent of creating a threat to the brands of any
11 customers who buy from Resolute.” (¶¶ 76-85, 222-80, 298-318.)

12 Beginning in 2013, the Enterprise targeted key Resolute customers, UPM and Axel
13 Springer, threatening these critical customers that if they continued to source pulp and paper
14 from Resolute, the Enterprise would target them directly, harming their business and reputation
15 among its key constituents. (¶¶ 238-39.) Thus, on April 2, 2014, UPM informed Resolute of its
16 decision to suspend purchases. (¶ 238.) Axel Springer followed suit in August 2015. (¶ 239.)
17 Upon learning of Axel Springer’s decision, the Enterprise immediately leaked the news to
18 multiple media outlets, and celebrated the news on Twitter, touting their direct involvement in
19 Resolute’s loss of the Axel Springer account. (*Id.*)

20 The Enterprise likewise targeted Resolute customer Kimberly-Clark, with disinformation
21 about Resolute’s purported FSC noncompliance, including during meetings in December 2012
22 and May 2013, and scores of emails, letters, and telephonic discussions throughout 2013, 2014
23 and 2015. (¶ 231.) Ultimately, on September 16, 2015, Kimberly-Clark informed Resolute that
24 “[d]ue to Resolute’s continued dispute with Greenpeace and the recent upsets in the CBFA we
25 are not going to be able to pursue a contractual relationship.” (*Id.*) The Enterprise employed
26 similar tactics with respect to Procter & Gamble (“P&G”). (¶ 240.) As a result, during contract
27 negotiations in 2013, P&G demanded “exit-clauses” in their contracts with Resolute, and,
28 ultimately exercised certain of these exit clauses in March 2014, because it became increasingly

1 concerned about the lies disseminated by the Greenpeace Defendants and the negative impact
2 doing business with Resolute would have on its customers and brands. (*Id.*)

3 As set forth in detail in the Amended Complaint, the Enterprise disseminated these same
4 lies about Resolute and issued extortion threats to dozens of Resolute customers and trade
5 associations. (¶¶ 222-80, 298-318, 406 (Table A), ECF Nos. 185-1 to 185-4.)

6 **4. The Enterprise Publicly Attacks Resolute’s Market Relationships**

7 At the same time that the “Resolute: Forest Destroyer” campaign privately targeted
8 certain Resolute customers, it was simultaneously publicly targeting other Resolute customers.
9 The objective of this campaign was to exploit the Enterprise’s false public narrative and leverage
10 it to publicly intimidate, pressure, and shame these customers into terminating their business
11 relationships with Resolute. (¶¶ 246-73.)

12 The Enterprise’s first public target was 3M. On April 29, 2014, Moas of GP-USA issued
13 “Exposed: 3M Sourcing From Forest Destruction,” which reported that Greenpeace was “proud
14 to stand with . . . our ally, ForestEthics” and joined their “demand that 3M immediately stops
15 sourcing from forest destroyers” like Resolute. (*Id.*) The report falsely associated Resolute’s
16 harvesting in Canada with massive deforestation occurring in South America, Asia, and Russia,
17 and falsely stated that “logging is the single greatest threat to caribou survival” and Resolute is
18 “pushing woodland caribou to the brink of extinction.” (*Id.*) The joint attack on 3M succeeded
19 when, on March 6, 2015, 3M announced a new paper sourcing policy, which the Enterprise,
20 through Skar of GP-USA, immediately announced in a report singling out Resolute, “3M has
21 notified controversial logging giant Resolute Forest Products that it will need to comply with its
22 new sourcing standards or lose business.” (¶ 248.) Days later, on March 18, 3M informed
23 Resolute after “work[ing] with ForestEthics and Greenpeace . . . we are not pursuing new
24 business with Resolute.” (*Id.*) By fall 2015, 3M informed Resolute it was eliminating it from its
25 supply chain due to the “continued controversy” with Greenpeace. (*Id.*)

26 The Enterprise likewise targeted Resolute’s customer Best Buy. On November 26, 2014,
27 the eve of Black Friday, Best Buy’s busiest online shopping season, Shane Moffatt of GP-
28 Canada, in collaboration with Moas of GP-USA, published “Better Buying in the Boreal Forest.”

1 (¶ 249.) That same day, Moas published “Best Buy is Wasting Ancient Forests, One Flyer At a
2 Time.” (*Id.*) The reports misrepresented that Resolute was “an outlier in the Canadian forest
3 sector” “responsible for destruction of vast swathes of Canada[‘s] Boreal Forest, degrading
4 critical caribou herds, and logging without consent of impacted First Nations.” (¶¶ 249-50.)

5 At the same time, the Enterprise leveraged its ongoing relationships with cyber-
6 hackers, to induce these cyber-hackers to launch massive attacks on their targets. (¶ 253.)
7 The same day the Enterprise launched its BestBuy attack, a Twitter feed associated with the
8 cyber-hacker group Anonymous, retweeted a tweet by Richard Brooks of GP-Canada
9 announcing the BestBuy attack and announced that it had used cyber-attacks to take down
10 Resolute’s website. (¶ 254.) Best Buy’s website began experiencing problems at the same time
11 and crashed on November 28, the morning of Black Friday. (¶¶ 255-56.) Brooks presciently
12 announced the Best Buy web crash via Twitter virtually the moment it happened and before it
13 was publicly reported. (¶¶ 256.) A few days later, Aspa Tzaras of GP-Canada emailed
14 volunteers to submit “false product review[s]” on Best Buy’s website, resulting in Best Buy
15 receiving over 52,000 false product reviews from Greenpeace supporters. (¶ 257.) In response,
16 on December 8, 2014, Best Buy announced it would be shifting its business away from Resolute
17 toward companies that support “sustainable forestry practices.” (¶258.) Stand promised that
18 other companies would soon follow suit, stating “Best Buy is just the beginning.” (*Id.*)

19 The Enterprise sought to replicate the success of their Best Buy attack on other targets. In
20 March 2015, Brindis of GP-USA targeted Quad Graphics, a supplier of Resolute products to Rite
21 Aid and CVS. (¶ 260.) On March 30, 2015, Brindis sent an email to the CEO of Quad Graphics
22 falsely accusing Resolute of “forest destruction and degradation in some of the most ecologically
23 and culturally important areas of Canada’s Boreal Forest,” which Brindis purported to
24 corroborate with the recent termination and suspension of Resolute’s FSC certificates. Brindis
25 threatened that Quad’s sourcing represented “a risk to your company and your customers.” (*Id.*)

26 Within weeks, the Enterprise followed through on its threat to Quad Graphics and began
27 targeting its customers directly. In April 2015, Rite Aid was informed that the Greenpeace
28 Defendants were preparing to launch a campaign against Rite Aid and was in the process of

1 distributing a presentation targeting Rite Aid’s relationship with Resolute to canvassers who
2 would make public appeals for donations. (¶ 262.) Days later, the Greenpeace Defendants sent a
3 power point presentation directly to Rite Aid corporate falsely accusing Resolute of destroying
4 the last remaining intact forests in the Boreal and harming woodland caribou. (*Id.*) On April 15,
5 Brindis published a blog post on GP-USA’s website titled “Rite-Aid Making the Wrong Choice
6 For Ancient Forests” falsely accusing Resolute of “logging in the last undisturbed ancient forests
7 in Quebec and Ontario, some of which is threatened Woodland Caribou habitat” and “ongoing
8 conflicts with First Nations.” (¶¶ 263-64.) Brindis made similar misrepresentations in an April
9 17 blog post titled “How Rite-Aid and Other Customers of Boreal Forest Products Can Support
10 Real Solutions,” falsely accusing Resolute of abandoning its commitment to FSC. (¶¶ 265.)

11 Resolute immediately responded to these false allegations. (¶ 266.) By letter dated May
12 21, 2015 sent to the Board of Directors of GP-USA and Brindis, Resolute rebutted the falsehoods
13 in Brindis’s communications with Resolute’s customers, explaining that two of the FSC
14 certificates in question had “terminated” due to natural expirations, and did not call into question
15 Resolute’s conduct. (¶ 267.) Resolute likewise informed Brindis and GP-USA that less than 1%
16 of the Canadian Boreal forest where Resolute operates is harvested each year and Canada’s
17 forestry laws and regulations are among the most stringent in the world. (¶ 268.) Resolute
18 further explained that approximately 75% of woodland caribou habitat in Quebec and Ontario are
19 off-limits to the forest products industry, and that far from contributing to the “death spiral” of
20 caribou, Resolute has been a leader in implementing provincial conservation plans. (¶ 269.)
21 Finally, Resolute demonstrated that to convey the false impression that Resolute abandoned its
22 commitment to FSC certification, GP-USA and Brindis doctored a quote from Resolute’s 2014
23 Form 10-K, which omitted the context of the statement. (¶¶ 270.)

24 Nevertheless, GP-USA continued to disseminate these lies in new blog posts. (¶ 271.)
25 Between July 21 and 28, 2015, GP-USA published three separate blog posts authored by
26 defendant Moas on GP USA’s and GP Canada’s websites, which purported to criticize Rite Aid
27 for “ignor[ing] what science tells us: the Canadian Boreal forest is at risk and Rite Aid’s supplier,
28 Resolute, is making a bad situation worse,” by “needlessly destroying critical habitat of the

1 endangered woodland caribou and at times logging in the Indigenous Peoples’ territories without
2 their consent.” On the basis of these lies, GP-USA implored Rite Aid to “make the Rite Choice,”
3 and stop “turning a blind eye to the forest destruction behind its throwaway flyers.” (*Id.*)

4 **E. The Enterprise’s Continued Misconduct**

5 The Enterprise’s campaign against Resolute is ongoing. Notwithstanding numerous
6 material public events, including press releases issued by the Quebec government, the filing of
7 the May 2016 complaint, and the November 2016 declarations of Peter Reich and Frederick
8 Cubbage, which rebutted the Enterprise’s false allegations, the Enterprise launched a renewed
9 campaign based on the same knowingly false claims. (¶¶ 304-18.) On December 16, 2016, GP-
10 USA (Moas) and GP-Canada (Moffat) jointly wrote to numerous Resolute customers, including
11 Macmillan Publishers, Holtzbrinck Publishing Group, Penguin Random House, Hachette Book
12 Group, and Scholastic. (¶ 304.) The letter falsely stated that Resolute was operating in the
13 Montagnes Blanches, despite the Quebec Forestry Minister’s May 2016 press release
14 admonishing Greenpeace for “misrepresent[ing] geographical reality” and “mislead[ing]
15 readers,” by extending the borders of the Montagnes Blanches “well beyond the Montagnes
16 Blanches sector officially recognized by the Quebec government.” (¶¶ 217, 304.) The letter also
17 reiterated the false claims that Resolute was “jeopardizing” the survival of woodland caribou and
18 “threaten[ing] Intact Forest Landscapes” in Quebec and Ontario, notwithstanding Moas’s and
19 Moffatt’s knowledge that 85% of intact forest landscapes and more than 75% of woodland
20 caribou habitat in Quebec and Ontario are off-limits to forestry. (¶ 304.) Additionally, the letter
21 continued to associate FSC suspensions with forest mismanagement by Resolute. (¶ 304.)

22 Resolute responded by letter dated January 12, 2017, demanding that GP-USA, GP-
23 Canada, and those working in concert with them, immediately cease and desist their false and
24 malicious campaign and retract their false statements. (¶ 306.) But, rather than retract these
25 false lies, the Enterprise launched a self-proclaimed “worldwide campaign” targeting Resolute’s
26 book publisher customers, including Penguin, HarperCollins, Simon & Schuster, and Hachette,
27 with the publication of the false and misleading report “Clearcutting Free Speech: How Resolute
28 Forest Products Is Going To Extremes To Silence Critics Of Its Controversial Logging Practices”

1 authored by defendant Moas of GP-USA. (¶ 308.) The report misrepresented that Resolute is
2 destroying the last large intact areas of Canada’s managed forest, negatively impacting climate
3 change, and obtained three blocks of land in the Montagnes Blanches and harvested there.

4 (¶ 309.) The report also misrepresented that the termination of three FSC certificates
5 corroborated the Greenpeace Defendants’ allegations of Resolute’s forest mismanagement. (*Id.*)

6 The campaign against the book publishers was presciently timed to coincide with the
7 2017 Book Exposition at the Jacob Javits Center in New York. (¶ 311.) Between May 31 and
8 June 2, the Greenpeace Defendants rented a booth at the Exposition and Moas, Skar, and Brindis,
9 among others, distributed the false and misleading Clearcutting Report. (*Id.*) Following the
10 Exposition, GP-USA continued to use the threat of bad press and boycotts against the publishers
11 to extort endorsements and meetings. (¶ 312.) For example, in June 2017, Moas wrote to the
12 CEO of Simon & Schuster demanding a meeting and warning that if Simon & Schuster did not
13 acquiesce, GP-USA would target Simon & Schuster’s business and brand. (*Id.*) Similar threats
14 were lodged against Penguin, MacMillan, and Hachette. (¶¶ 315-18.)

15 The campaign has had its intended effect. Following a meeting with the Greenpeace
16 Defendants, Penguin demanded that Resolute move its paper production from the Alma paper
17 mill -- which the Greenpeace Defendants falsely represented as sourcing from the Montagnes
18 Blanches -- to the Calhoun paper mill, or it would move to another vendor. (¶ 313.) Similarly,
19 in response to false allegations about Resolute’s Alma mill, Macmillan demanded a tour of
20 Resolute’s Boreal operations, including the Alma paper mill. (*Id.*) Most significantly, Hachette,
21 a long-time Resolute customer, acquiesced to the Enterprise’s extortive demands, issuing a
22 public statement endorsing the Enterprise’s campaign. (¶ 315.) Reflecting its reliance on the
23 Enterprise’s misstatements regarding Resolute’s FSC certificates, Hachette cited the “importance
24 of operating in line with the Forest Stewardship Council’s sustainability standards.” (¶ 314.)

25 **F. Damages**

26 The “Resolute: Forest Destroyer” campaign targeted dozens of Resolute’s critical
27 business constituents, leading to damages in an amount GP-USA itself has publicly calculated to
28 be not less than C\$100 million, including: (i) impaired or terminated relationships (¶¶ 390, 409);

1 (ii) expenses incurred to rebut and mitigate the campaign’s disinformation (¶¶ 392, 411); (iii)
2 legal fees incurred to respond to the disinformation campaign (¶ 392); (iv) lost market share
3 (¶ 391); and (v) damage to Plaintiffs’ reputation, goodwill, and brand (¶ 389).

4 **THE COURT’S PRIOR ORDER**

5 On October 16, 2017, the Court dismissed the original Complaint in this action. (ECF
6 No. 173 (“Order”).) The Court’s decision was based primarily on four findings. First, the Court
7 held that the Complaint failed to plead any actionable false statements. The Court found that the
8 term “Resolute: Forest Destroyer” was not “provable as false” because the word “destroy” is a
9 “perennial instrument of hyperbole” and can “mean many things.” (Order at 16-17.) The Court
10 likewise found defendants’ publications to be protected opinions based on scientific research or
11 fact. (*Id.* at 17-18.) Second, the Court found that plaintiffs “d[id] not meet [their] burden of
12 pleading actual malice with the requisite specificity” because plaintiffs did not “identify the
13 individual responsible for publication of a statement” and prove that individual “acted with actual
14 malice . . . to be brought home to the persons in the defendant’s organization.” (*Id.* at 13-15.)
15 While the Court recognized that allegations that defendants relied on fake photos and redrew
16 maps suggest some degree of knowledge or intent, the Court held that the initial complaint failed
17 to explain that defendants knew the photos were faked, rather than mistaken, and no such
18 inference can be drawn because Greenpeace shortly thereafter issued a retraction. (*Id.* at 14.)
19 Third, the Court held that the RICO claims did not meet Rule 9(b)’s heightened pleading
20 requirements because “in many cases [the Complaint] does not identify the author of the reports”
21 and did not “identif[y] the ‘misconduct’ or ‘specific content’ that constitutes the fraud in the
22 reports.” (*Id.* at 19.) Finally, the Court held that plaintiffs failed to plead proximate cause for
23 RICO because plaintiffs “d[id] not explain how it is the victim of [the] fundraising scheme, given
24 that the only persons who could have been defrauded were the donors who gave money.” To the
25 extent Resolute could claim harm, “determining the amount of Resolute’s damages attributable
26 [to] Greenpeace’s advocacy would be very difficult, because there are numerous reasons why a
27 customer might cease or interrupt its relationship with Resolute.” (*Id.* at 20.)

28 The Amended Complaint cures each of these held deficiencies.

1 **LEGAL STANDARD**

2 On a motion to dismiss pursuant to Fed. R. Civ. P. 12, a complaint should be dismissed
 3 only where it appears that the facts alleged fail to state a plausible claim for relief. *See Ashcroft*
 4 *v. Iqbal*, 556 U.S. 662, 679 (2009). The Court must assume all factual allegations in the
 5 pleadings are true and interpret them in the light most favorable to the nonmoving party.
 6 *Manzarek v. St. Paul Fire & Marine Ins. Co.*, 519 F.3d 1025, 1031 (9th Cir. 2008). A plaintiff's
 7 factual allegations are sufficient to survive a motion to dismiss "even if it strikes a savvy judge
 8 that actual proof of those facts is improbable, and 'that a recovery is very remote and unlikely.'" *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 556 (2007)).
 9

10 **ARGUMENT**

11 **I. THE FIRST AMENDMENT DOES NOT PROTECT DEFENDANTS' FALSE AND MISLEADING STATEMENTS**

12 The Amended Complaint and accompanying appendices (ECF Nos. 185, 185-1 to 185-4)
 13 plead with specificity 296 false and defamatory statements about the impact of Resolute's
 14 business operations on the Canadian Boreal forest, its indigenous peoples and caribou
 15 populations, and climate change. For a complete list of the false and defamatory statements, the
 16 speaker, date, recipient and complaint reference see Appendix A.

17 Defendants argue for dismissal of all of Plaintiffs' claims on the grounds that the
 18 Amended Complaint does not plead any actionable false statements within the applicable statute
 19 of limitations by the named defendants, or in the alternative that Plaintiffs have not alleged that
 20 defendants acted with the requisite malice in publishing those statements. As set forth below, the
 21 Amended Complaint pleads hundreds of actionable statements.³
 22
 23
 24

25 _____
 26 ³ Defendants limit their analysis to 22 statements by named defendants during the one-year
 27 statute of limitation for libel, yet fail to address statements within the two-year statute of
 28 limitations for trade libel and tortious interference, or those statements made by other enterprise
 members which defendants played a responsible part in publishing. (ECF No. 199 at 18.) These
 statements give rise to actionable trade libel and tortious interference claims.

1 **A. The First Amendment Does Not Protect Publications That Express Or Imply**
2 **False Statements Of Fact.**

3 The First Amendment does not protect false statements of fact or opinions that are not
4 reasonably based in fact, not honestly held, or which misrepresent or omit material facts. *See*
5 *Illinois, ex rel. Madigan v. Telemarketing Assocs., Inc.*, 538 U.S. 600, 612 (2003) (“Like other
6 forms of public deception, fraudulent charitable solicitation is unprotected speech.”); *Time Inc. v.*
7 *Hill*, 385 U.S. 374, 390 (1967) (“Although honest utterance, even if inaccurate, may further the
8 fruitful exercise of the right of free speech, it does not follow that the lie, knowingly and
9 deliberately published should enjoy a like immunity.”); see also ECF 75 at 41-45 (collecting
10 cases). While defendants attempt to recast all their calculated falsehoods in furtherance of their
11 fraudulent campaign as protected “opinions.” (ECF 199 at 26-29), their entire “opinion”
12 argument rests on the faulty premise that there is some talismanic significance to labeling a
13 statement an “opinion.” The Supreme Court expressly rejected this idea nearly three decades ago
14 in *Milkovich v. Lorain Journal Co.*, when it eschewed the “artificial dichotomy between
15 ‘opinion’ and fact.” 497 U.S. 1, 19-21 (1990). Accordingly, the critical question is not whether
16 a statement is one of fact or opinion, but whether a reasonable fact finder could conclude the
17 published statement declares or implies a provably false assertion of fact. *See Piping Rock*
18 *Partners, Inc.*, 946 F. Supp. 2d 957, 970 (N.D. Cal. 2013).

19 To determine whether a reasonable reader would construe a statement as a false assertion
20 of fact, California courts apply a “totality of the circumstances” analysis. *Id.* at 970. Under this
21 analysis, courts: (i) examine the statement in the context in which it was uttered or published; (ii)
22 consider all the words used, not merely a particular phrase or sentence; (iii) give weight to
23 cautionary terms used by the person publishing the statement; and (iv) consider all of the
24 circumstances surrounding the statement. *Id.* The final factor requires the Court to consider the
25 “knowledge and understanding of the audience targeted by the publication.” *Overstock.com, Inc.*
26 *v. Gradient Analytics, Inc.*, 151 Cal. App. 4th 688, 701 (Ct. App. 2007). Under the totality of the
27 circumstances analysis, “[s]o long as the publication is reasonably susceptible of a defamatory
28 meaning, a factual question for the jury exists.” *Piping Rock*, 946 F. Supp. 2d at 970; *see also*

1 *Bently Reserve L.P. v. Papaliolios*, 218 Cal. App. 4th 418, 427–28 (Ct. App. 2013) (collecting
2 cases); *Hughes v. Hughes*, 122 Cal. App. 4th 931, 936-37 (Ct. App. 2004).

3 Even if the Court determines that a statement is an opinion, expressions of opinion are
4 actionable if the statement: (i) implies statements of verifiably false facts; (ii) are based on
5 incorrect or incomplete facts or if draws erroneous conclusions from those facts; (iii) or was not
6 honestly held. *See Milkovich*, 497 U.S. at 18; *see also Dickinson v. Cosby*, 225 Cal. Rptr.3d.
7 430, 459 (Ct. App. 2017), *review filed* (Jan. 5, 2018) (statements based on disclosed facts were
8 actionable because speaker did not disclose “all of the facts . . . making it impossible for the
9 readers to judge for themselves whether the facts support the opinion.”); *Fed. Reserve Bank of*
10 *San Francisco v. HK Sys.*, 1997 WL 227955, at *5 (N.D. Cal. Apr. 24, 1997) (opinions were
11 actionable where defendant “does not honestly or cannot reasonably believe” them).

12 **1. The Full Context Of The Statements Signal To The Reader That**
13 **Defendants’ Statements Are Based on Statement of Fact.**

14 By their own admission, defendants’ publications were intended to be viewed as objective
15 statements of fact. Indeed, defendants ubiquitously represent that their campaigns, including the
16 Canadian Boreal Forest campaign, are based on “objective,” “accurate” facts,” “research,” “data”
17 and “expertise.” (¶¶ 137-40.) GP-USA purports to “work with experts, scientists and
18 researchers across the globe to build a deep understanding” of environmental issues and further
19 represents that the Canadian Boreal Forest campaign is based in the “best available science” and
20 “best available data.” (¶¶ 139, 382.) Each page on GP USA’s website reiterates that GP-Fund is
21 a “charitable entity created to increase public awareness and understanding of environmental
22 issues through *research*, the media and educational programs.” (emphasis added).⁴ Thus, each
23 of defendants’ publications may be construed by the reader as conveying assertions of fact. *See*

24 _____
25 ⁴ For these reasons, defendants’ attempt to analogize their publications to op-ed is entirely
26 without merit. (ECF No. 199 at 28.) In any event, even statements appearing in op-eds are not
27 *per se* protected. *See Hatfill v. New York Times Co.*, 416 F.3d 320, 333 (4th Cir. 2005) (op-ed
28 contained defamatory statement); *Unelko Corp. v. Rooney*, 912 F.2d 1049, 1052-1055 (9th Cir.
1990) (assertion on 60 Minutes that a product “did not work” was a statement of fact, “the
context of his broadcast notwithstanding”); *Madsen v. Buie*, 454 So. 2d 727, 729 (Fla. Dist. Ct.
App. 1984) (letter to editor was defamatory).

1 *Overstock.com*, 151 Cal. App. 4th at 706 (reports actionable where “alerts” characterized as
2 having been “prepared by professional certified public accountants and financial analysts”);
3 *Melaleuca, Inc. v. Clark*, 66 Cal. App. 4th 1344, 1354-55 (Ct. App. 1998) (disclaimer that “[t]he
4 opinions expressed herein are based on my scientific research’ . . . plainly suggests a factual basis
5 for [defendant’s] statements . . . [and] tends to reinforce the notion the book’s contents are based
6 on facts rather than opinion or theory”).

7 Moreover, GP-USA holds out the authors of its “science-based” reports, including Moas,
8 Skar, and Brindis, as “issue experts” in the Canadian Boreal Forest. (¶ 382-83.) California
9 courts routinely recognize that where, as here, the author of the publication holds itself out as
10 having specialized knowledge, a reader may reasonably believe that their publications are
11 authoritative and supported by facts. *See Wilbanks v. Wolk*, 121 Cal. App. 4th 883, 904 (Ct.
12 App. 2004) (“An accusation that, if made by a layperson might constitute opinion may be
13 understood as being based on fact if made by someone with specialized knowledge of the
14 industry”); *Slaughter v. Friedman*, 32 Cal. 3d 149, 154 (1982) (statements “carry a ring of
15 authenticity and reasonably might be understood as being based on fact” if made by someone
16 with specialized knowledge).

17 Contrary to defendants’ assertions, the mere fact that defendants are engaged in putative
18 “advocacy does not give them blanket immunity to make false accusations.” *See Restis v. Am.*
19 *Coal. Against Nuclear Iran, Inc.*, 53 F. Supp. 3d 705, 722 (S.D.N.Y. 2014). Likewise, there is no
20 scientific debate immunity for defamation. *See Melaleuca*, 66 Cal. App. 4th at 1354-55
21 (disclaimer that book expressed opinions of the author based on scientific research and case
22 studies did not convert statement to non-actionable opinion); *Hi-Tech Pharm., Inc. v. Cohen*, 277
23 F. Supp. 3d 236, 245 (D. Mass. 2016) (rejecting any “scientific debate” privilege). Rather, courts
24 regularly find that where, as here, a defendant purports to hold itself out as an expert or to be
25 reporting facts, any argument that their statements “are non-actionable as pure opinion or
26 rhetorical hyperbole is unpersuasive at the motion to dismiss stage.” *Duffy v. Fox News*
27 *Networks, LLC*, 2015 WL 2449576, at *3 (M.D. Fla. May 21, 2015); *see also Enigma Software*
28 *Grp. USA, LLC v. Bleeping Computer LLC*, 194 F. Supp. 3d 263, 285-86 (S.D.N.Y. 2016)

1 (rejecting “opinion” defense at pleadings stage where defendant held itself out as expert); *Gross*
 2 *v. New York Times*, 82 N.Y.2d 146, 156 (N.Y. 1993) (statement was actionable where it was
 3 made after “what purported to be a thorough investigation”).

4 2. Defendants Made Express Statements of Verifiably False Facts

5 Moreover, a cursory review of the defamatory statements alleged in the Amended
 6 Complaint and accompanying appendices demonstrates that the statements are capable of being
 7 proven false. For example, the Amended Complaint pleads that the May 2017 Clearcutting
 8 Report authored by Moas of GP-USA and featured on the websites of GP-Canada and GPI stated
 9 “Resolute has acquired three harvest blocks through auction sales inside the Montagnes
 10 Blanches” and “all three sites have been logged.” (ECF 185-4.) However, the three harvest
 11 blocks purchased by Resolute were not within the Montagnes Blanches as evidenced by a review
 12 of the Quebec Government’s official maps of the region featured prominently on the Quebec
 13 government’s website. (¶¶ 218, 309, 217.)

14 Similarly, defendant Moas’s misrepresentation in GP-USA’s January 2016 report
 15 “Resolute Forest Products: Key Risks and Concerns for Investors” that Resolute’s FSC
 16 certifications were “terminated . . . for major non-compliances with FSC criteria” is an express
 17 statement of verifiable fact. (¶ 186 n.6, 365.)⁵ In reality, FSC “terminations” result from natural
 18 expirations of five-year terms. (¶ 187.) This fact is verifiable simply by checking the FSC
 19 website or press releases, which plainly state, “[A]ll FSC certificates have a term of 5 years prior
 20 to renewal or expiration.” (*Id.*) Moreover, the press releases announcing the two terminations at
 21 issue expressly attributed the terminations to expiration of their 5-year term. (*Id.*) Thus,
 22 defendants’ false statements concerning the reason for termination of Resolute’s FSC certificates
 23 are actionable. *See Unelko Corp. v. Rooney*, 912 F.2d 1049 (9th Cir. 1990) (assertion that
 24 product “did not work” was objectively verifiable); *Weller v. Am. Broad. Companies, Inc.*, 232

25
 26 ⁵ *See also, e.g.*, ¶¶ 244 (Moas 2/26/2015 statement that Resolute had FSC “certificate
 27 suspensions/terminations” due to “shortcomings in the company’s operations on-the-ground”);
 28 260; ECF 185-2, 185-3 (Brindis 3/30/2015 statement “two of Resolute’s FSC certificates have
 been terminated . . . due to serious shortcomings . . .”).

1 Cal. App. 3d 991, 1005 (Ct. App. 1991) (statement that plaintiff had “acquired the candelabra at
2 a grossly inflated price” could be objectively verified).

3 Defendants’ statements attributing destruction of vast swathes of the Canadian Boreal
4 forest to Resolute’s forestry operations, are likewise provably false. Indeed, defendants concede
5 that their statements that Resolute is responsible for destruction of vast swathes of the Canadian
6 Boreal Forest are not true: “Resolute did not literally destroy an entire forest.” (¶ 149.) While
7 the Court previously held that these statements were not actionable because the term “destroy”
8 can “mean many things” (Order at 16-17), the relevant inquiry is not what the word could mean,
9 but whether under the specific circumstances (and procedural posture) here whether a reasonable
10 reader could interpret the statement as declaring or implying that Resolute caused deforestation
11 or loss of forest trees. *See Bently*, 218 Cal. App. 4th at 427–28. The answer is plainly yes. As
12 set forth in the Amended Complaint, defendants intentionally juxtaposed statements that
13 Resolute was responsible for destruction of the Canadian Boreal forest with significant land use
14 changes and massive deforestation worldwide, to convey the false fact that Resolute’s operation
15 would likewise cause deforestation. (¶¶ 143-44, 150 n.2.) Indeed, defendant Paglia removed all
16 doubt as to the meaning of the word “destruction” used in the “Resolute: Forest Destroyer”: “It’s
17 quite simple. [Resolute] come[s] in, clear cuts vast areas of [the Canadian Boreal forest] and *then*
18 *there’s not a forest there.*” (Agre Decl., Ex. B.) Thus, defendants’ argument (ECF No. 199 at
19 29) that “destroy” is merely a “colorful” word and has no precise meaning is not only completely
20 divorced from the context in which defendants’ use it (as well as the precise definition it has in
21 the English dictionary), but also negated by defendant Paglia’s own admission. Considering the
22 “totality of the circumstances,” and affording the plaintiffs the benefit of every inference, as the
23 Court must do on this motion, the statements that Resolute is responsible for destruction in the
24 Canadian Boreal may be construed by a reasonable reader as express statements of verifiably
25 false facts, and are thus actionable. *See Houlahan v. Freeman Wall Aiello*, 15 F. Supp. 3d 77, 83
26 (D.D.C. 2014) (statement that reporter has become a “destructive and biased force” was
27 actionable); *Thomas H. Maloney & Sons, Inc. v. E.W. Scripps Co.*, 43 Ohio App. 2d 105, 108
28 (Ohio Ct. App. 1974) (statement that demolition crew had a “penchant for destruction” was

1 defamatory); *King Kullen Grocery Co. v. Astor*, 249 A.D. 655 (N.Y. App. Div. 1936) (statement
 2 that grocery company is a “price-wrecker” was defamatory). Thus, because the word “destroy”
 3 is susceptible to a defamatory meaning, the jury must decide how the statement was understood.
 4 *See, e.g., Bently*, 218 Cal. App. 4th at 427–28.

5 **3. The Statements Are Based On Incorrect Or Incomplete**
 6 **Facts Or Draw Erroneous Conclusions From Those Facts**

7 Nor can defendants escape liability by arguing that all their publications are protected
 8 because the factual basis for the statements are provided in hyperlinks and footnotes. (ECF No.
 9 199 at 27.) As an initial matter, this argument fails to address the numerous false and defamatory
 10 statements in direct communications to customers, by e-mail and on social media set forth in the
 11 Amended Complaint, which were not accompanied by any citations, and are thus actionable.
 12 *See, e.g.,* ECF Nos. 62-49 at 89; 62-38 at 85; 62-39 at 22; 62-51 at 49.⁶

13 In any event, “even if the speaker states the facts upon which he bases his opinion, if
 14 those are incorrect or incomplete, or if his assessment of them is erroneous, the statement may
 15 still imply a false statement of fact”. *Milkovich*, 497 U.S. at 18-19.; *see also Overhill Farms, Inc.*
 16 *v. Lopez*, 190 Cal. App. 4th 1248, 1264 (Ct. App. 2010) (statements actionable where they “d[id]
 17 not fully and accurately disclose the facts surrounding” the alleged misbehavior). The Amended
 18 Complaint is replete with examples where defendants relies on incorrect or incomplete facts, or
 19 draw erroneous conclusions from those facts. (¶¶ 333-50.)⁷ By way of example only:

- 20 • GP-USA’s April 2015 article “Rite Aid Making the Wrong Choice for Ancient
 21 Forests” authored by Brindis stated that “Resolute is logging in the last undisturbed
 22 ancient forests in Quebec and Ontario” (¶ 263), which implies the false fact that as a
 result of Resolute’s harvesting there will be no remaining intact forest landscapes.

23 ⁶ Additionally, some of the sources are virtually impossible for the reader to access or
 24 understand. For example, in the Clearcutting Report, some of the links are inoperable, some
 25 require clicking through a rabbit hole of further hyperlinks where the ultimate source either does
 not support defendants’ assertion, or is indecipherable, some links require the reader to purchase
 the full article, and some footnotes simply refer to defendants’ own prior publications. (¶ 173.)

26 ⁷ Contrary to the Stand Defendants’ contention (ECF 197 at 14-15, 21-22), “[s]imply couching
 27 [defamatory] statements in terms of opinion does not dispel [their defamatory] implications.”
 28 *Milkovich*, 497 U.S. at 19 (“In my opinion Jones is a liar,’ can cause as much damage to
 reputation as the statement, ‘Jones is a liar.’”).

1 GP-USA omits that 85% of intact forest landscape is off-limits to forestry by law and
2 in no danger of being harvested by any company, let alone Resolute. And in the
3 remaining areas where Resolute does harvest, Resolute is responsible for only a
4 fraction of the harvesting, with the remaining areas being harvested by other forestry
5 companies that are not mentioned, and thus Resolute cannot be singularly responsible
6 for the loss of the last remaining intact forest landscapes. (¶¶ 155-59; 334, 337.)

- 7 • GP USA’s “Campaign Page: Boreal Forest” launched on June 29, 2015, states that
8 “[Resolute]’s operations threaten iconic species such as woodland caribou” which
9 implies the false fact that Resolute is threatening the last remaining woodland caribou.
10 (ECF No. 185-2.) GP-USA omits that 77% and 76% of woodland caribou ranges in
11 Quebec and Ontario, respectively, are located in areas off limits to forestry. (¶ 338.)
12 And in the remaining areas where Resolute does harvest, Resolute is responsible for
13 only a fraction of the harvesting, with the remaining areas being harvested by other
14 forestry companies that are not mentioned, and thus Resolute cannot be singularly
15 responsible for the destruction of woodland caribou. (¶¶ 160-73, 334, 337-38.)
- 16 • GP USA’s July 2015 article “Why Forests Are Critical For Public Health” authored
17 by defendant Moas draws the erroneous conclusion from a source discussing the
18 benefits of reforestation and harms of massive deforestation by fire, industrial
19 development and *illegal* logging in Indonesia, Brazil and Costa Rico, that “The
20 Canadian Boreal forest . . . one of the largest reservoirs of carbon in the world and the
21 largest intact ancient forest in all of North America . . . is under threat from
22 unsustainable logging. One company *in particular*, Resolute Forest Products, is
23 threatening the future of the Boreal forest and the wildlife that rely on it to thrive.”
24 (¶¶ 142-54, 145 n.1; ECF No. 185-1) (emphasis added.)
- 25 • The February 2016 Endangered Forests in the Balance Report intentionally
26 misrepresents that “Canada *leads* the world in loss of intact forests, with 21% of
27 intact forest loss worldwide between 2000 and 2013 occurring in Canada . . .” The
28 study GP-Canada cites reveals that rather than leading the world in intact forest loss,
North America combined lost the *least amount of intact forests* on Earth. The same
study also revealed that the majority of intact forest loss in North America was from
fire and other natural disturbances, not harvesting. (¶ 156-57.)
- In the December 2016 letter to book publishers, GP-USA (Moas) purports to rely on a
1998 study based on computer modeling of hypothetical forest landscapes with
limited focus on the regions in question, but fails to disclose a more recent (2013)
paper by the same scientist, which relied on observed data and concluded that
managed Boreal forest is having a slight *cooling* effect on global climate. (¶ 342.)
- Brindis and Moas misleadingly claimed that the suspension of Resolute’s FSC
certificates was the result of “serious non-conformances” or “shortcomings in the
company’s operations-on-the-ground,” without disclosing that the Quebec
government has repeatedly and publicly stated that the suspensions were due to
narrow issues within the exclusive control of the Quebec government, not Resolute.
Defendants likewise omitted that Resolute remains one of the largest holders of FSC
certificates in North America. (¶ 336, 361.)

1 Moreover, defendants deliberately pair general statements about deforestation generally
 2 with citations, and statements regarding Resolute’s harvesting practices *without citations* to
 3 convey the false facts that Resolute’s harvesting is, for example, causing the deforestation of the
 4 Boreal or the extinction of caribou. However, defendants’ gross allegations of wrongdoing do
 5 not logically flow, or are not sufficiently supported by, the underlying citations. For example, in
 6 GP-USA’s July 21, 2015 report authored by Moas “U.S. Pharmacy Giant Making Wrong Choice
 7 for the Boreal Forest,” GP-USA cites articles and reports describing the degradation of forests
 8 generally that have nothing to do with Resolute or its logging practices, such as “[t]he Boreal
 9 Forest faces many threats,” which describes forest fires, oil development and “destructive
 10 logging” and then asserts *without citation* that “Resolute is needlessly destroying [the Boreal],”
 11 or Resolute is primarily responsible for the loss of intact forests. (¶¶ 341-350.)

12 The juxtaposition of supported and unsupported assertions to convey the false impression
 13 that defendants’ statements about Resolute are grounded in fact are actionable. *See Hatfill v.*
 14 *N.Y. Times Co.*, 416 F.3d 320, 333-34 (4th Cir. 2005) (publisher cannot “escape liability simply
 15 by pairing a charge of wrongdoing with a statement that the subject must, of course, be presumed
 16 innocent”); *Brown v. Tallahassee Democrat, Inc.*, 440 So. 2d 588, 589-90 (Fla Ct. App 1983)
 17 (reversing order dismissing defamation claim because juxtaposition of plaintiff’s photograph
 18 with murder story “put ordinary readers in the sense” that plaintiff was “guilty of or on trial for
 19 murder”); Prosser, *The Law of Torts*, § 116 (5th ed. 1988) (“if the defendant juxtaposes [a] series
 20 of facts so as to imply a defamatory connection between them, or [otherwise] creates a
 21 defamatory implication . . . he may be held responsible for the defamatory implication”).⁸

22 Defendants dismiss the intentional juxtaposition of supported and unsupported statements
 23 as a “scientific debate” that should not be resolved by the Court. (ECF No. 199 at 12.)

24 _____
 25 ⁸ *Standing Comm. on Discipline of U.S. Dist. Court for Cent. Dist. of Cal. v. Yagman*, 55 F.3d
 26 1430, 1440 (9th Cir. 1995) and *Wynn v. Chanos*, 75 F. Supp. 3d 1228, 1233-34 (N.D. Cal. 2014),
 27 relied on by defendants are factually distinguishable. (ECF No. 199 at 17.) In *Standing Comm.*,
 28 the defendant “carefully phrased” the statement in question “in terms of an inference drawn”
 from “specified” true facts. In *Wynn*, the defamatory statement was “immediately qualified”
 with contentions that “would prevent a reasonable listener from interpreting [the] words as
 asserting that [the plaintiff] actually violated the FCPA.” 75 F. Supp. 3d at 1233-34.

1 However, Resolute does not dispute the accuracy of the general assertions or the sources that the
2 Greenpeace Defendants rely on to support those assertions. But there is likewise no debate that
3 those sources do not support defendants' accusations about Resolute. Under these
4 circumstances, defendants cannot escape liability by recasting their statements as opinions based
5 on disclosed facts. *See Overstock*, 151 Cal. App. 4 at 706 (rejecting defense that plaintiffs'
6 allegations amounted to "disagreement" on how to interpret sources).

7 Moreover, the Amended Complaint alleges that the defendants did not honestly believe
8 the statement they were making, and alleged ample facts that, under the standards governing this
9 motion, support that allegation. It is long-settled that purported "opinions" that are not honestly
10 held, or which are corrupted by undisclosed interests, are actionable. Indeed, the substantial
11 litigation and prosecutions against investment analysts after the internet bubble burst relied on
12 precisely this basis. *Abu Dhabi Comm. Bank v. Morgan Stanley & Co.*, 651 F. Supp. 2d 155,
13 176 (S.D.N.Y. 2009) (even opinions are actionable "if the speaker does not genuinely and
14 reasonably believe it of it is without basis in fact."); *Lapin v. Goldman Sachs Group, Inc.*, 506 F.
15 Supp. 2d 221, 239 (S.D.N.Y. 2006) (same); *DeMarco v. Lehman Bros., Inc.*, 309 F. Supp. 2d
16 631, 634-35 (S.D.N.Y. 2004) (motion to dismiss denied and analyst research report was held
17 actionable based on the "buy rating" itself and "bullish" analysis where complaint alleged report
18 was issued for undisclosed ulterior motive of maintaining client relationship); *In re Oxford*
19 *Health Plans, Inc. Sec. Litig.*, 187 F.R.D 133, 141 (S.D.N.Y. 1999) ("undisclosed facts . . . that
20 seriously undermined the accuracy of their alleged opinions or beliefs" in research report are
21 actionable); *Overstock*, 151 Cal. App. 4th at 704 (reports were actionable where defendant did
22 not genuinely believe the opinions but were published in furtherance of a short selling scheme).

23 As with the precedent dealing with investment analyst opinions, and any number of
24 thousands of securities fraud cases involving opinions, in which such opinions were not honestly
25 held and failed to disclose corrupted interests and motivations, the Amended Complaint alleges
26 the defendants did not honestly believe the statements they were making and were motivated by
27 an undisclosed and misrepresented motivation to harm Resolute.
28

1 **4. Defendants Are Liable For All Misrepresentations**
2 **Which They Had A Responsible Part In Publishing**

3 Finally, defendants seek to escape liability by arguing that they did not author the vast
4 majority of the defamatory statements alleged in the Amended Complaint and therefore cannot
5 be held liable. (ECF No. 199 at 17; ECF No. 198 at 23-25.)

6 First, GP-Fund argues that the Amended Complaint “does not list Greenpeace Fund as the
7 author of any statements, do[es] not plead what Greenpeace Fund, Inc. said when Greenpeace
8 Fund Inc. said it, how Greenpeace Fund, Inc. was involved in any publication, or even that it ever
9 published any alleged statement in the first instance.” (ECF No. 198 at 23-28.) In fact the
10 Amended Complaint and annexed appendices plead *dozens* of false statements published by GP-
11 Fund (together with GP-Inc.) under the name GP-USA, as well as the date and author of those
12 statements. (¶ 31(b); ECF 185-1 to ECF 185-4.) Faced with these detailed allegations, GP-Fund
13 argues that the Amended Complaint’s references to GP-USA improperly conflates GP-Inc. and
14 GP-Fund in violation of Rule 9(b) (ECF No. 198 at 25), however it is GP-Fund and GP-Inc., not
15 Plaintiffs, that attribute the publication of the reports to GP-USA. (*See, e.g.*, ECF No. 201 at
16 Supplemental Tabs 1, 3, 10.) Indeed, the cover of each report annexed to the supplemental
17 appendix accompanying the Greenpeace Defendants’ motion bears the name “Greenpeace USA.”
18 (*Id.*) Moreover, each of these reports were published on the “Greenpeace USA” website. (*Id.*)
19 Finally, while GP-Fund argues that the fact that the authors of the publications, including
20 defendants Moas, Brindis and Skar, were employed by GP-Inc. not GP-Fund undermines any
21 claim that GP-Fund had a hand in publishing the reports (ECF No. 198 at 26), the publications
22 themselves represent that Moas, Brindis and Skar worked for GP-USA. (*See, e.g.*, ECF No. 201
23 Tab 1 (Moas, Senior Forest Campaigner for GP-USA); ECF 62-43 at 14 (Skar, Forest Campaign
24 Director at GP-USA) ECF 62-37 (Brindis, “Senior Campaigner-Forests” for GP-USA). Under
25 these circumstances, GP-Fund may be held liable for statements published by GP-USA. *See In*
26 *re Chrysler-Dodge-Jeep Ecodiesel Marketing, Sales Practices, And Products Liability Litigation*,
27 2018 WL 1335901, at *32 (N.D. Cal. Mar. 15, 2018) (“if there has been lumping together of
28 [d]efendants in the FAC, that is a direct result of how [] [d]efendants have chosen to operate”);

1 *In re Volkswagen ‘Clean Diesel’ Marketing, Sales Practices, and Products Liab. Litig.*, 2017 WL
2 4890594, at *9, 11 (N.D. Cal. Oct. 30, 2017) (same).

3 Defendants’ assertions that they cannot be held liable for statements published by non-
4 party GP-Canada (ECF No. 199 at 17), are similarly without merit. It is long-settled that “every
5 person who takes a responsible part in a defamatory publication -- that is, every person who,
6 either directly or indirectly, publishes or assists in the publication of an actionable defamatory
7 statement -- is liable for the resultant injury.” 50 Am. Jur. 2d Libel and Slander § 334; *see also*
8 *Osmond v. EWAP, Inc.*, 153 Cal. App. 3d 842, 852 (Ct. App. 1984) (general rule is that
9 “everyone who takes a responsible part in the publication is liable for the defamation”); *Eastech*
10 *Elecs. v. E & S Int’l Enters., Inc.*, 2009 WL 322242, at *7 (C.D. Cal. Feb. 9, 2009) (individual
11 defendants liable for defamation even though they did not directly author the defamatory letter
12 because “[o]therwise, [a] person dictating a defamatory statement could simply escape liability
13 . . . by employing an innocent agent to write, sign and send the libelous publication.”);

14 The express terms of the Operational Memo state that each defendant and enterprise
15 member agreed to “work on the same team” to launch a “coordinated attack” the self-described
16 “objective” of which was to “make Resolute and its products highly controversial,” and
17 “position[] Resolute as the most regressive forest products company.” (*See supra.*) Given the
18 shared objective and agreed upon plan between the Stand Defendants, GPI, GP-USA, and GP-
19 Canada each defendant is liable for the publications authored by their co-conspirators in
20 furtherance of the “Resolute: Forest Destroyer” campaign. Moreover, GP-USA’s involvement in
21 authoring publications by GP-Canada is further evidenced by Skar’s and Brindis’s references to
22 GP-Canada’s reports as “our” reports or letters. (¶¶ 103-04, 113.)⁹

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26 ⁹ Moreover, each defendant is liable in conspiracy for all reports published by their co-
27 conspirators in furtherance of the conspiracy set forth in the Operational Memo. *See Sheppard v.*
28 *Freeman*, 67 Cal. App. 4th 339, 349 (Ct. App. 1998) (cited in *Perlow v. Mann*, 2013 WL
5727259, at *5 (C.D. Cal. Oct. 22, 2013)); *Navarrete v. Meyer*, 237 Cal. App. 4th 1276, 1291
(Ct. App. 2015), *as modified* (July 22, 2015).

B. Actual Malice Is Adequately Alleged

1 **B. Actual Malice Is Adequately Alleged**
2 A complaint pleads actual malice where it alleges that defendant “made the false
3 publication with a ‘high degree of awareness of . . . probable falsity,’ or [] ‘entertained serious
4 doubts as to the truth of his publication.’” *Harte-Hanks Commc’ns., Inc. v. Connaughton*, 491
5 U.S. 657, 667 (1989) (citations omitted); *see also New York Times Co. v. Sullivan*, 376 U.S. 254,
6 280 (1964). Direct evidence of actual malice is not required. Rather, a “plaintiff is entitled to
7 prove the defendant’s state of mind through circumstantial evidence[.]” *Harte-Hanks*, 491 U.S.
8 at 668. “[A]ll relevant circumstances surrounding the transaction may be shown . . . including
9 threats, prior or subsequent defamations, subsequent statements of the defendant, circumstances
10 indicating . . . ill will, or hostility between the parties, facts tending to show a reckless disregard
11 of the plaintiff’s rights” *Herbert v. Lando*, 441 U.S. 153, 164 n. 12, 170 (1979)
12 (recognizing plaintiff will “rarely be successful in proving awareness of falsehood from the
13 mouth of the defendant himself”).

14 In conducting a constitutional malice inquiry, a court must examine each piece of relevant
15 circumstantial evidence *within the context of the total evidence* to determine whether the
16 evidence *as a whole* supports an inference of actual malice. *Id.* at 165 n.15 (directing court to
17 consider all relevant circumstances surrounding the transaction); *Solano v. Playgirl, Inc.*, 292 F.
18 3d 1078, 1085 (9th Cir. 2002) (“accumulation” of “negligence, motive and intent” may supply
19 sufficient inferences to establish the “existence of actual malice”); *Reader’s Digest Assn. v.*
20 *Superior Court*, 37 Cal. 3d 244, 257 (1984) (same). For this reason, “actual malice is a
21 subjective standard that must be determined on a case-by-case basis.” *Isuzu Motors Ltd. v.*
22 *Consumers Union of U.S., Inc.*, 66 F. Supp. 2d 1117, 1124 (C.D. Cal. 1999). Thus, courts
23 universally hold that “the issue of ‘actual malice’ is a question of fact inappropriate to resolve
24 [on a motion to dismiss].” *Gressett v. Contra Costa Cty.*, 2013 WL 6671795, at *6 (N.D. Cal.
25 Dec. 18, 2013); *see also Flowers v. Carville*, 310 F.3d 1118, 1131 (9th Cir. 2002) (reversing
26 dismissal of plaintiffs’ claims prior to discovery because “the issue of actual malice [is rarely]
27
28

1 properly disposed of by a motion to dismiss, where the plaintiff has had no opportunity to present
2 evidence in support of his allegations”) (internal quotation marks and citations omitted).¹⁰

3 **1. Defendants Disseminated False Information With Actual
4 Knowledge Of, Or Reckless Disregard, For Falsity**

5 **a. Fabrication Of Evidence Shows Malice**

6 The Amended Complaint alleges that defendants and those working in concert with them
7 fabricated GPS coordinates and video images putatively demonstrating Resolute harvesting in
8 violation of the CBFA as a pretext to withdraw from the Agreement and launch the “Resolute
9 Forest Destroyer” campaign. Between September 2012 and March 2013, defendants GP-USA,
10 Skar, Brindis, the Stand Defendants, and Enterprise members GP-Canada, Mainville, Goodwin,
11 and Cox disseminated this false charge in a series of reports and direct communications to
12 Resolute’s customers and other critical market constituents, notwithstanding knowledge that the
13 “evidence” they purported to rely on were fake. (*See supra* § B.1.) These calculated
14 publications of knowingly false information is the hallmark of actual malice. *See, e.g., St. Amant*
15 *v. Thompson*, 390 U.S. 727, 732 (1968) (“Professions of good faith will be unlikely to prove
16 persuasive, for example, where a story is fabricated by the defendant [or] is the product of his
17 imagination”); *Am. Dental Ass’n v. Khorrami*, 2004 WL 3486525, at *11-12 (C.D. Cal. Jan. 26,
18 2004) (“fabricat[ion] of bases for the [allegedly defamatory] statements” supported inference of
19 actual malice evidence”).

21 ¹⁰ For this reason, all but five of the cases defendants rely on to argue that actual malice is not
22 adequately alleged were not decided on the pleadings alone. (*See* ECF No. 199 at 17-18, 20-25.)
23 The few cases defendants cite which find allegations of actual malice insufficient on a motion to
24 dismiss involve pleadings that are entirely devoid of factual allegations of malice. *See Wynn v.*
25 *Chanos*, 75 F. Supp. 3d 1228, 1239 (N.D. Cal. 2014) (complaint “merely recites an element of
26 slander and does not present any potential supporting facts”); *Nicosia v. De Rooy*, 72 F. Supp. 2d
27 1093, 1109 (N.D. Cal. 1999) (complaint contained only “conclusory statements that [defendant]
28 should have known the truth”); *Barry v. Time, Inc.*, 584 F. Supp. 1110, 1122 (N.D. Cal. 1984)
(dismissing complaint “for failure to plead actual malice with sufficient particularity”); *Barger v.*
Playboy Enters., Inc., 564 F. Supp. 1151, 1156 (N.D. Cal. 1983), *aff’d*, 732 F.2d 163 (9th Cir.
1984) (failure to investigate “does not *by itself* constitute recklessness”); *Michel v. NYP*
Holdings, Inc., 816 F.3d 686, 704 (11th Cir. 2016) (same, and dismissing without prejudice).

1 Defendants argue that these allegations of fabricated evidence are not probative of actual
2 malice because the events and statements occurred outside the statute of limitations for the
3 common law claims. (ECF 199 at 20-21.) However, the Supreme Court has rejected precisely
4 this sort of arbitrary limit on evidence that a court may consider for purposes of assessing actual
5 malice. *See Herbert*, 441 U.S. at 165 n.15 (rejecting argument that there are “special limits” to
6 proving malice). To the contrary, it is well-settled that “all relevant evidence” may demonstrate
7 malice, including “prior . . . defamations.”¹¹ *See id.* at 165 n.15; *id.* at 168 n.17 (“[defendants’]
8 actions prior to the publication” bears on the “question of culpability); *see also id.* at 165 n.15
9 (same; collecting cases); *Welsh v. City & Cty. of San Francisco*, 1995 WL 714350, at *6 (N.D.
10 Cal. Nov. 27, 1995) (considering time-barred statements in “evaluating whether statements were
11 false and made with actual malice”).¹² Indeed, defendants’ prior defamatory statements and
12 actions against Resolute are particularly relevant here given that they are part of a four-year
13 coordinated scheme to harm Resolute. *See Fiber Sys. Int’l, Inc. v. Roehrs*, 470 F.3d 1150, 1170
14 (5th Cir. 2006) (smear campaign evidence of malice); *Overstock*, 151 Cal. App. 4th at 710-12
15 (business model to defame was evidence of malice); *Pacquiao*, 803 F. Supp. 2d 1208, 1214 (D.
16 Nev. 2011) (“a course [of conduct] designed” to injure plaintiff was evidence of malice); *Curtis*
17 *Pub. Co. v. Butts*, 388 U.S. 130, 158 (1967) (a “policy” of defamation was evidence of malice).

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20 _____
21 ¹¹ None of the cases cited by defendants hold that time barred statements are irrelevant to the
22 malice inquiry. *N.Y. Times*, 376 U.S. at 286, and *Bose Corp. v. Consumers Union of United*
23 *States, Inc.*, 466 U.S. 485, 512 (1985) merely hold that malice is determined at the time of
24 publication. But as shown *supra*, a jury may consider all relevant evidence prior to publication
25 in making that determination. Moreover, in *Shoen v. Shoen*, 48 F.3d 412, 417-18 (9th Cir. 1995),
26 the court held that the movant failed to show a “compelling need” for *post*-statement discovery.

27 ¹² *See also Antonovich v. Superior Court*, 234 Cal. App. 3d 1041, 1052-53 (Ct. App. 1991)
28 (considering events in 1980 to determine if statement made in 1988 was made with malice);
Celle v. Filipino Reporter Enters. Inc., 209 F.3d 163, 184 (2d Cir. 2000) (“earlier disputes” bear
on malice); *Pisani v. Staten Island Univ. Hosp.*, 2008 WL 1771922, at *17 (E.D.N.Y. Apr. 15,
2008) (materials created 2 years before publication relevant to show knowledge of falsity); *In re*
Application of N.Y. Times Co., 1984 WL 971, at *2-4 (S.D.N.Y. Oct. 9, 1984) (pre- and post-
publication materials relevant to fault); *N.J. Steel Corp. v. Latin*, 297 A.D.2d 557, 558 (1st Dep’t
2002) (prior attempts to harm plaintiffs “relevant” to prove actual malice).

1 Moreover, the fact that GP-Canada ultimately retracted its allegation that Resolute
2 violated the CBFA does not -- as defendants argue (ECF No. 199 at 21) and this Court previously
3 held (Order at 14) -- negate any inference that GP-Canada, GP USA, Skar, Brindis, and the Stand
4 Defendants had knowledge of the falsity of the allegations at the time they were made. While
5 Resolute immediately rebutted the allegations and “evidence” in the Exposed Report by letter
6 dated December 12, 2012 (*supra* § B.2), GP-Canada, and those working in concert with it failed
7 to immediately retract the allegations or conduct any investigation to determine the validity of
8 the evidence it purported to rely on, but instead continued to disseminate the fabricated
9 photographs and videos in reports, blog posts, and direct communications to Resolute’s
10 customers, *for more than three months* after Resolute first presented irrefutable evidence of
11 falsity. (¶ 105-18.)¹³ Moreover, when GP-Canada did ultimately retract its false allegations in
12 response to the threat of legal action, it used the excuse of “incomplete maps” and denied any
13 intent to harm Resolute to conceal the real motivation for claiming Resolute had violated the
14 CBFA. Indeed, the denial of intent to harm Resolute is utterly irreconcilable with GP-Canada’s
15 refusal to rejoin the CBFA after conceding its entire stated basis for leaving had been wrong. At
16 a minimum, these allegations -- which must be accepted as true on this motion -- raise questions
17 of fact as to whether defendants acted with malice when disseminating the false claims that
18 Resolute violated the CBFA. *See Isuzu Motors Ltd.*, 66 F. Supp. 2d at 1124 (malice is
19 determined on a “case-by-case” basis); *Santana v. Cty. of Yuba*, 2016 WL 1268107, at *31 (E.D.
20 Cal. Mar. 31, 2016) (“If there are two alternative explanations, one advanced by defendant and
21 the other advanced by plaintiff, both of which are plausible, plaintiff’s complaint survives
22 a motion to dismiss under Rule 12(b)(6).”) (quoting *Starr v. Baca*, 652 F.3d 1202, 1216 (9th Cir.
23 2011)).¹⁴

24 _____
25 ¹³ While defendants cite an “independent consultant” as the claimed reason for delay in issuing a
26 retraction (ECF No. 199 at 15), defendants proffer no proof for this assertion which is outside the
27 pleading and not before the Court on this motion. In any event, the fact that defendants
28 continued to disseminate the false claim for months after Resolute’s rebuttal undermines any
assertion that the delay in issuing the retraction was due to a good-faith investigation.

¹⁴ By contrast, in the cases relied on by defendants, the retraction was issued under completely
different circumstances *See, e.g., Hoffman v. Wash. Post Co.*, 433 F. Supp. 600, 605 (D.D.C.

1 **b. Continued Dissemination Of False Claims Following**
 2 **Corrective Disclosures Is Evidence Of Actual Malice**

3 Defendants’ knowledge of falsity at the time of publication is further evidenced by the
 4 fact that defendants continued to publish false statements about Resolute even after Resolute and
 5 other industry participants presented irrefutable evidence of falsity.

6 **CBFA:** As set forth *supra* § B.2, following the December 6, 2012 publication of the
 7 Exposed Report and accompanying photographs and videos, Resolute immediately rebutted the
 8 false allegations that had violated the CBFA and demonstrated point-by-point the falsity of the
 9 putative corroborating “evidence,” by letters dated December 12, 2012 sent to all CBFA
 10 signatories (including GP-Canada), and letter dated December 17, 2012 sent to GP-Canada.
 11 (¶ 106-09, 353.) GP-USA’s knowledge of Resolute’s December 12, 2012 letter is explicitly
 12 evidenced by defendant Brindis’s reference to “our review of Resolute’s counterclaims” in a
 13 January 22, 2013 email to Hearst (¶ 113, 354), and may likewise be inferred from the fact that
 14 GP-USA was working closely with GP-Canada in developing and publishing this information as
 15 evidenced by defendants Skar’s and Brindis’s references to “evidence *we* had collected” and
 16 references to “*our*” letters and reports (¶ 103). Notwithstanding knowledge of the falsity of their
 17 statements that Resolute violated the CBFA, GP-Canada and GP-USA continued to publish this
 18 false statement in numerous reports throughout January 2013. (¶¶ 352-56.)

19 **Harvesting In Montagnes Blanches:** Similarly, as set forth *supra* § D.1.b, following
 20 GP-Canada’s and GP-USA’s respective publications of the February 2016 reports “Endangered
 21 Forests in the Balance” and “Certification Update: Montagnes Blanches Endangered Forest,”
 22 which falsely associated Resolute with the loss or degradation of nearly 50% of the Intact Forest
 23 Landscapes in the Montagne Blanches Endangered Forest by unilaterally expanding the borders
 24 of the Montagnes Blanches to include three of Resolute’s forest management units, on May 31,

25 _____
 26 1977) (publisher retracted story authored by independent contractor within one day); *Trans*
 27 *World Accounts, Inc. v. Associated Press*, 425 F. Supp., 814, 823 n.6 (N.D. Cal. 1977), (denying
 28 summary judgment motion noting that the publisher’s retraction “only nine days after
 publication” “*may* create a large obstacle” for proving malice) (emphasis added); *Dongguk Univ.*
v. Yale Univ., 734 F.3d 113 131 (2d Cir. 2013) (no defamatory statements were published
 between learning that its statement was false and its retraction).

1 2016, the Quebec’s Forestry Minister admonished GP-Canada for unilaterally expanding the
2 borders of the Montagnes Blanche: “[T]he map has major deficiencies that misrepresent
3 geographical reality and are likely to mislead readers. The map extends well beyond the
4 Montagnes Blanches sector officially recognized by the Quebec government for the protection of
5 the woodland caribou.” The statement also linked to an official map of the Montagnes Blanches.
6 (¶ 217.) GP-Canada knew or recklessly disregarded the press release by the Government of
7 Quebec which expressly referenced GP-Canada’s report and admonished the inclusion of maps
8 which were “likely to mislead the reader.” (¶ 357-60.) Likewise, it can be inferred that Moas,
9 Brindis, Skar, and GP USA’s Canadian Boreal Forest team had knowledge of or recklessly
10 disregard the Quebec Minister of Forest’s press release by virtue of the fact that GP-USA and
11 GP-Canada collaborated and shared knowledge and information with respect to the “Resolute
12 Forest Destroyer” campaign as set forth in Operational Memo and further evidenced by joint
13 letters, calls, and meetings with Resolute’s customers. (¶ 320.) Notwithstanding this corrective
14 disclosure, Moas, Brindis, and Skar of GP-USA, continued disseminate the fake maps and the
15 false statement that Resolute was operating in the “Montagnes Blanches,” including in the
16 following reports and communications: (i) December 2016 Letters to Book Publishers jointly
17 authored by Moas of GP-USA and Moffat of GP-Canada; (ii) May 2017 Clearcutting Report
18 authored by Moas of GP USA; and (iii) at the June 2017 Book Exposition, where Moas, Skar,
19 and Brindis were each observed distributing the Clearcutting Report. (¶ 359.)

20 **FSC:** Defendant Brindis likewise disseminated the false allegation that two of Resolute’s
21 FSC certificates had been terminated and two certificates suspended due to “serious
22 shortcomings” including in a March 30, 2015 e-mail to Resolute’s customer Quad Graphics
23 (¶ 260), notwithstanding numerous press releases and disclosures issued prior to Brindis’s e-mail,
24 which demonstrated the falsity of allegations of noncompliance, including: (i) an October 31,
25 2014 press statement by the Quebec Forestry Minister; (ii) a December 31, 2014 press release by
26 FSC auditor Rainforest Alliance; (iii) a January 13, 2015 FSC press release. (¶ 261.)¹⁵

27 ¹⁵ For additional examples of defendants’ dissemination of false statements about Resolute
28 following material events demonstrating falsity, *see* ¶¶ 351-78.

1 The Amended Complaint also pleads that defendants continued to disseminate false
 2 information about Resolute after Plaintiffs demonstrated their falsity in the May 2016 Complaint,
 3 declarations of Professors Reich and Cubbage and the Cease and Desist Letter. (¶¶ 351-78.)
 4 While defendants dismiss these allegations as mere disagreements, “evidence of [a defendant’s]
 5 complete disregard of [a plaintiff’s] denials may, by accumulation and by appropriate inferences,
 6 show recklessness” sufficient to establish actual malice. *Aghmane v. Bank of America*, 696 F.
 7 App’x 175, 178 (7th Cir. 2017); *see also Church of Scientology of Cal. v. Dell Pub. Co.*, 362 F.
 8 Supp. 767, 770 (N.D. Cal. 1973) (plaintiff’s “prepublication denials and demands for retraction”
 9 may be considered by trier of fact in connection with actual malice inquiry).¹⁶

10 Finally, defendants’ malice and scienter is further evidenced by their failure to retract
 11 their prior false statements following the foregoing material events/public disclosures or remove
 12 the offending publications from their websites. (¶¶ 351-78.) Subsequent acts, such as refusals to
 13 retract and “[r]epublication of a statement after the defendant has been notified that the plaintiff
 14 contends that it is false and defamatory may be treated as evidence of reckless disregard.”
 15 Restatement (Second) of Torts § 580A cmt. d (1977); *see also Golden Bear Distrib. Sys. of Texas*
 16 *v. Chase Revel, Inc.*, 708 F.2d 944, 950 (5th Cir. 1983) (refusal to retract statement after it has
 17 been demonstrated to be false is evidence of malice); *Zerangue v. TSP Newspapers Inc.*, 814
 18 F.2d 1066, 1072 (5th Cir. 1987) (defendant’s failure to correct original computer file after
 19 retraction supported finding of actual malice).

20 **c. Reliance On Incorrect Or Incomplete**
 21 **Facts Is Evidence Of Malice**

22 Defendants’ malice and scienter is further evidenced by their omissions of material
 23 information and reliance on incomplete facts. (*See supra* § I.A.3; *see also* ¶¶ 333-50.) As this

24 _____
 25 ¹⁶ While failure to investigate will not in and of itself give rise to a finding of actual malice, the
 26 law is settled that “[i]naction . . . which was a product of a deliberate decision not to acquire
 27 knowledge of facts that might confirm the probable falsity of [statements], will support a finding
 28 of actual malice.” *Antonovich*, 234 Cal. App. 3d at 1048; *see also Suzuki Motor Corp. v.*
Consumers Union of U.S., Inc., 330 F.3d 1110, 1136 (9th Cir. 2003); *St. Amant*, 390 U.S. at 732
 (a publisher cannot feign ignorance or profess good faith when there are clear indications present
 which bring into question the truth or falsity of defamatory statements).

1 Court has recognized, “an actor is deliberately reckless if he had reasonable grounds to believe
 2 material facts existed that were misstated or omitted, but nonetheless failed to obtain and disclose
 3 such facts although he could have done so without extraordinary effort.” *Shenwick v. Twitter,*
 4 *Inc.* 2017 WL 4642001, at *12 (N.D. Cal. Oct, 16, 2017) (Tigar, J.); *see also Janklow v.*
 5 *Newsweek, Inc.*, 759 F.2d 644, 648 n.4 (8th Cir. 1985) (“A relevant omission may, *of course*, be
 6 considered as evidence of . . . the culpability of the assertor.”); *Am. Dental Ass’n*, 2004 WL
 7 3486525, at *12 (malice alleged where “[d]efendant purposefully avoided the truth in making the
 8 [s]tatements, and that there was ample information from other sources available to him that
 9 would have raised doubts as to the truth of the [s]tatements”); *Isuzu Motors Ltd.*, 66 F. Supp. 2d
 10 at 1125 (plaintiff raised genuine issue of material fact as to defendant’s malice where, *inter alia*,
 11 defendant omitted reference to relevant statistics that contradicted statements).

12 Defendants’ manipulation of source material to support their defamatory statements
 13 likewise evidences actual malice. (*See supra* § I.A.3; *see also* ¶¶ 333-50.) Defendants’
 14 contention that certain discrete facts find some support in scientific literature does not preclude a
 15 finding of actual malice where, as here, defendants intentionally created the false impression that
 16 scientific studies validated the defamatory statements when in fact defendants’ conclusions do
 17 not logically follow, or are not sufficiently supported by, the underlying factual predicates. *See*
 18 *Visant Corp. v. Barrett*, 2013 WL 3450512, at *8 (S.D. Cal. July 9, 2013) (actual malice alleged
 19 where the sources cited by defendant provided no support for defendants’ statements); *Am.*
 20 *Dental Ass’n*, 2004 WL 3486525, at *12 (“One cannot fairly argue [the defendant’s] good faith
 21 or avoid liability by claiming that he is relying on the reports of another if the latter’s statements
 22 or observations are altered or taken out of context.”).

23 **d. Participation In A Conspiracy Shows Malice**

24 Finally, actual malice may be inferred by virtue of the fact that each of the tactics and
 25 misrepresentations set forth above were carried out in furtherance of an explicit plan to label
 26 Resolute the “most regressive forestry company” and interfere with Resolute’s critical market
 27 constituents. (¶¶ 78-79.) Because actual malice is inherent in the publication of false and
 28 misleading statements authored in furtherance of a scheme to defraud, the existence of such a

1 scheme can be adduced to establish actual malice. *See Overstock.com*, 151 Cal. App. 4th at 710-
 2 12 (“[t]he malice [was] in the very business model”); *Curtis Pub. Co.*, 388 U.S. 130, 158
 3 (Opinion of Harlan, J.) (“policy of ‘sophisticated muckraking,’” was evidence of malice);
 4 *Pacquiao v. Mayweather*, 803 F. Supp. 2d 1208, 1214 (D. Nev. 2011) (malice adequately alleged
 5 where complaint pleaded that defendants “set out on a course designed to destroy [plaintiff]”);
 6 *Fiber Sys. Int’l*, 470 F.3d at 1170 (“smear campaign involving a calculated and relentless attempt
 7 by [one party] that will go to any lengths to destroy [the other]” was evidence of malice).

8 The Amended Complaint pleads that defendants and those working in concert with them
 9 agreed to disseminate false and misleading information about Resolute to achieve the
 10 preconceived result of “mak[ing] Resolute and its products highly controversial” and using that
 11 “negative press” to interfere with Resolute’s customers and other critical market constituents.
 12 (¶¶ 78-79.) The agreement and plan were memorialized in a written operational memo. In
 13 carrying out the campaign plan, defendants worked backwards from the conclusion that Resolute
 14 was engaged in unsustainable practices and published reports to support this conclusion. Thus,
 15 defendants’ actual malice in authoring false statements about Resolute may be inferred from the
 16 overwhelming evidence of their participation in the conspiracy to harm Resolute.¹⁷

17
 18 _____
 19 ¹⁷ Defendants argue that the Operational Memo is not evidence of malice because it does not
 20 expressly state that the plan was to disseminate false information. (ECF No. 199 at 19-20.) The
 21 Amended Complaint pleads that the entire premise of the campaign plan was false because there
 22 was no basis to label Resolute as “the most regressive company” and promote its competitors
 23 who at a minimum were similarly situated. (¶¶ 78-87; 323-25.) Moreover, the explicit objective
 24 of the campaign plan (as memorialized in the Operational Memo) was to injure Resolute and
 25 interfere with its relationships which is circumstantial evidence of malice. *See Aghmane*, 696 F.
 26 App’x at 177 (“anger and hostility toward the plaintiffs” may show malice); *Solano*, 292 F. 3d at
 27 1085 (an “accumulation” of “negligence, motive, and intent” may supply sufficient inferences to
 28 establish “the existence of actual malice”).

24 The Greenpeace Defendants’ contention that the Operational Memo is not probative of whether
 25 the Greenpeace Defendants acted with actual malice because the memo was not authored by
 26 Greenpeace, is likewise entirely without merit. The Operational Memo explicitly stated that “[a]ll
 27 ENGOs [would be] involved in that campaign . . . [with] GP US and GPI becom[ing] actively
 28 involved” (¶ 78, 85), and further noted that the campaign had the “full support from at least some
 of the funders,” which included enterprise members GP-Fund and GPI). (¶ 85.) Thus, the Court
 may draw inferences that the campaign plan was shared and approved by the GP-Defendants.

2. The Amended Complaint Pleads Each Defendant's Actual Malice

Notwithstanding these detailed allegations that defendants published actionable statements about Resolute with knowledge of their falsity or reckless disregard for their truth, defendants argue that the actual malice allegations are insufficient because they don't prove actual malice as to each defendant.

The Complaint alleges that each defendant published defamatory statements with actual knowledge of the falsity of those statements. Additional examples of facts establishing each speakers' knowledge of falsity and/or reckless disregard of the truth is set forth in **Appendix B**. By way of example only, the Amended Complaint pleads the following facts demonstrating each defendants' actual malice in disseminating false claims about Resolute:

Daniel Brindis: As set forth above, defendant Brindis had actual knowledge of or recklessly disregarded the falsity of his January 2013 allegations that Resolute had engaged in active road-building in violation of the CBFA (§ 355), as evidenced by Brindis's reference to his prior review of Resolute's December 12, 2012 letter, which presented irrefutable evidence that the photographs and videos were phony and fabricated. (§ 113.) Brindis likewise possessed actual knowledge of, or recklessly disregarded, facts demonstrating the falsity of his allegation in his March 30, 2015 email to Resolute's customer Quad Graphics that the suspension or loss of Resolute certificates were due to serious nonconformance, including press releases issued by the FSC and Quebec Ministry prior to the March 30, 2015 publication demonstrating that the limited terminations and suspensions of FSC certificates were due to the certificates natural expirations and narrow issues that were the responsibility of the Quebec Government (as the government had repeatedly publicly stated). (§ 261.) Brindis's actual malice and scienter in misrepresenting Resolute's FSC certificate status is further evidenced by: (i) the fact that he holds himself out as an "issue expert" on the Canadian Boreal whose "portfolio" includes the FSC certification scheme; (ii) Brindis omitted the relevant facts that notwithstanding the limited terminations and suspensions, Resolute remained the largest holder of FSC certificates in the world; and (iii) Brindis distorted Resolute's statement in its 2014 Form 10-k to falsely imply that Resolute was

1 abandoning FSC certification, and failed to retract or correct this misrepresentation after Resolute
2 alerted him to the misstatement. (¶ 260-73.)

3 **Amy Moas**: As set forth above, defendant Moas had actual knowledge or recklessly
4 disregarded the falsity of her December 2016 and May 2017 statements that Resolute was not
5 harvesting in the last remaining intact forests in the Montagnes Blanches (¶ 360), by virtue of the
6 Quebec Forestry Minister’s May 2016 public statement posted on the Government of Quebec’s
7 website admonishing GP-Canada for unilaterally expanding the historically delineated borders of
8 the Montagnes Blanches and attaching a map of the official government-recognized borders.
9 (¶ 217.) Moas’s knowledge, or reckless disregard, of the May 31, 2016 statement by the Quebec
10 Ministry may be inferred by virtue of the fact that Moas collaborated with GP-Canada and shared
11 knowledge and information with respect to the “Resolute Forest Destroyer” campaign as set forth
12 in Operational Memo and further evidenced by joint letters, calls, and meetings with customers.
13 (¶ 320; *see, e.g.*, ¶¶ 216, 304.) Moreover, like Brindis, as an “issue expert” on matters related to
14 the Canadian boreal forest, Moas had actual knowledge or recklessly disregarded facts
15 demonstrating the falsity of her January 2016 and May 2017 statements that Resolute’s FSC
16 certificates were terminated and/or suspended due to “shortcomings in the company’s practices
17 on-the-ground,” including the press releases issued by FSC and the Government of Quebec.
18 (¶ 244.)

19 **Rolf Skar**: As set forth above, defendant Skar had actual knowledge of or recklessly
20 disregard facts demonstrating the falsity of his December 6, 2012 statements to Hearst that
21 Resolute was building roads in off-limits regions in violation of the CBFA, as evidenced by his
22 direct involvement in collecting the purported evidence “exposing” Resolute and drafting the
23 letter to the CBFA signatories accusing Resolute of this false charge. (¶ 233 (referencing
24 evidence “we” collected).) Moreover, as an “issue expert” with more than 10 years of experience
25 campaigning on forest issues, including in the Canadian boreal, Skar knew that the images in the
26 video were misrepresented, including that the video misrepresented regeneration/scarification
27 equipment as harvesting equipment and passed off images depicting areas destroyed by fire as
28 harvesting by Resolute. (¶¶ 94-100, 383.) Nevertheless, Skar emailed this purported “evidence”

1 to Resolute customer Hearst in December 2012. (¶ 113.) Moreover, like Brindis and Moas, Skar
2 knew that Resolute was not logging in the Montagnes Blanches because of the Quebec
3 government’s May 31, 2016 public statement that Greenpeace’s map misrepresented
4 geographical reality. (¶ 217.) Skar’s knowledge, or reckless disregard, of the May 31, 2016
5 statement by the Quebec Ministry may be inferred by virtue of the fact that Skar and GP-USA
6 collaborated with GP-Canada and shared knowledge and information with respect to the
7 “Resolute Forest Destroyer” campaign as set forth in Operational Memo and further evidenced
8 by joint letters, calls, and meetings with customers. (¶ 320; *see, e.g.*, ¶¶ 216, 304.) Nevertheless,
9 Skar knowingly or recklessly disseminated this false charge, including when he distributed the
10 Clearcutting Report at the May 2017 Book Exposition.

11 **GP USA:** (comprised of GP-Inc. and GP-Fund (*see supra* § I.A.4) is liable for the
12 publications of employees Brindis, Moas, and Skar under the “traditional doctrines of respondeat
13 superior” which render the publisher liable for the knowing or reckless falsehoods of its staff
14 writers. *See Cantrell v. Forest City Pub. Co.*, 419 U.S. 245, 253 (1974); *Schiavone Constr. Co.*
15 *v. Time, Inc.*, 847 F.2d 1069, 1089 n.34 (3d Cir. 1988) (“Time is responsible for [its employee’s]
16 actual malice under a theory of respondeat superior”).

17 **GPI:** GPI had actual knowledge of or recklessly disregarded facts demonstrating the
18 falsity of its statement in the May 2014 FSC at Risk Report that “caribou herds whose range
19 overlaps with Resolute’s Montagne Blanches operations are unlikely to survive beyond 50 years
20 due to continuing habitat destruction” as evidenced by the gross misrepresentation of the studies
21 it purports to rely on. Those studies reveal that the overwhelming amount of the caribou range in
22 Quebec is not disturbed and, according to the very studies GPI cites, 94% of the caribou herds
23 that overlap with what the GPI calls the Montagne Blanches enjoy undisrupted habitats and are
24 identified as self-sustaining. Another 4% are stable. (¶ 166.) Likewise, in publishing GP-USA’s
25 false and defamatory Clearcutting Report on its website, GPI had actual knowledge of the
26 report’s false statement that Resolute had harvested in the Montagnes Blanches due to the
27 Quebec Forestry Minister’s May 2016 statement and link to the actual borders of the Montagnes
28 Blanches. (¶ 217.) GPI’s knowledge, or reckless disregard, of the May 31, 2016 statement by

1 the Quebec Forestry Minister may be inferred by virtue of the fact that GPI collaborated with
2 GP-USA and GP-Canada and shared knowledge and information with respect to the “Resolute
3 Forest Destroyer” campaign as set forth in Operational Memo. (¶¶ 78, 85.)

4 Finally, there are a number of publications that do not identify the individual author(s) but
5 indicate only that they were authored by GP-USA or GPI. With respect to these publications,
6 Resolute cannot possibly “bring home” the state of mind to individual defendants without
7 discovery, and thus the motions to dismiss should be denied. *See ZL Techs., Inc. v. Does 1-7*, 13
8 Cal. App. 5th 603, 633 (Ct. App. 2017) (plaintiff “need only ‘produce evidence of those material
9 facts that are accessible to it’”) (citation omitted); *see also Doe v. Cahill*, 884 A.2d 451, 464
10 (Del. 2005) (plaintiff need not produce evidence of actual malice when defendant’s identity is
11 unknown to him; he must only plead facts that are within his control.).

12 3. Dismissal For Failure To Plead Actual Malice Is Premature.

13 Discovery with respect to actual malice is particularly appropriate here given the
14 numerous factual issues raised in defendants’ motions. For example, the Stand Defendants
15 dispute the intent of the Operational Memo. (ECF No. 197 at 12 (Operational Memo “simply
16 indicate[d] that the Stand Defendants intended to advocate their viewpoint”).) And, the
17 Greenpeace Defendants assert -- contrary to the allegations of the Amended Complaint which
18 must be accepted as true on this motion -- that: (i) that they “had every reason to single out
19 Resolute” as a unsustainable harvester (ECF No. 199 No. at 20); (ii) they simply “misread[]”
20 maps and videos rather than manipulated them (*id.* at 21); (iii) hired “an independent consultant
21 to help determine whether its maps were in error” (*id.* at 25); and (iv) their statements were
22 supported by footnote and hyperlink-sources, even though those sources are neither part of the
23 pleadings nor attached to defendants’ motions (*id.* at 22-23).

24 Moreover, counsel for GP-Canada recently conceded that GP-Canada was withholding
25 documents in contempt of a court order in the Canadian action out of concern that those
26 documents could be used to bolster Resolute’s claims in the RICO proceeding. (*See* Agre Decl.
27 Ex. A (attaching Pendrith affidavit which details recent admission by counsel for GP-
28 Canada). Under these circumstances, Plaintiffs should be afforded the opportunity to, at a

1 minimum, conduct limited discovery concerning issues uniquely within defendants’ control,
 2 before the Court rules on defendants’ motions. *See, e.g., Metabolife Int’l, Inc. v. Wornick*, 264
 3 F.3d 832, 848 (9th Cir. 2001) (“[T]he issue of ‘actual malice’ . . . cannot properly be disposed of
 4 by a motion to dismiss in this case, where there has been no discovery. . . . The defendants may
 5 challenge whether the asserted implication was made with ‘actual malice’ at summary judgment,
 6 should the case proceed that far.”) (citation omitted); *see also Heller v. NBC Universal, Inc.*,
 7 2016 WL 6583048, at *9 (C.D. Cal. June 29, 2016) (mandating discovery before ruling on actual
 8 malice because “it is indeed plausible that Plaintiff could uncover proof of actual malice in
 9 discovery”); *Coleman v. Sterling*, 2010 WL 11508571, at *7 (S.D. Cal. Mar. 24, 2010) (requiring
 10 discovery before ruling on actual malice).

11 **II. THE FEDERAL RICO CLAIMS ARE PROPERLY PLED**

12 The federal RICO statute makes it unlawful for “any person employed by or associated
 13 with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce,
 14 to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through
 15 a pattern of racketeering activity” 18 U.S.C. § 1962(c).¹⁸ RICO authorizes a private right
 16 of action for “[a]ny person injured in his business or property by reason of [RICO’s substantive
 17 provisions].” *Id.* § 1964(c). To plead a RICO violation, a plaintiff must allege defendant:
 18 (1) conducted, (2) an enterprise, (3) through a pattern, (4) of racketeering activity, (5) resulting in
 19 damages to business or property. *See Odom v. Microsoft Corp.*, 486 F.3d 541, 546-47 (9th Cir.
 20 2007) (elements of § 1962(c) claim).

21 Congress mandated that the RICO statute is to “‘be liberally construed to effectuate its
 22 remedial purposes.’” *Sedima, S.P.R.L. v. Imrex Co.*, 473 U.S. 479, 498 (1985) (quoting Pub. L.
 23 91-452, § 904(a), 84 Stat. 947). Consistent with this mandate, the Supreme Court has interpreted

24 _____
 25 ¹⁸ The statute also makes it unlawful for any person to conspire to violate sections § 1962(c). 18
 26 U.S.C. § 1962(d). To plead a violation of 18 U.S.C. § 1962(d), a plaintiff must establish “[p]roof
 27 of an agreement the objective of which is a substantive violation of RICO.” *United States v.*
 28 *Tille*, 729 F.2d 615, 619 (9th Cir. 1984). Section 1962(d) “does not require proof that a
 defendant participated personally, or agreed to participate personally, in two predicate offenses.”
Id. A plaintiff need allege “only that the defendant was ‘aware of the essential nature and scope
 of the enterprise and intended to participate in it.’” *United States v. Christensen*, 828 F.3d 763,
 780 (9th Cir. 2015).

1 the RICO statute broadly and “repeatedly refused to adopt narrowing constructions of RICO in
 2 order to make it conform to a preconceived notion of what Congress intended to proscribe.”
 3 *Bridge v. Phoenix Bond and Indem. Co.*, 533 U.S. 639, 660 (2008).¹⁹ The Ninth Circuit has held
 4 that in the face of broad Congressional language and the Supreme Court’s expansive
 5 interpretation of the RICO statute, it is beyond the court’s authority to restrict the reach of the
 6 statute, if its elements are adequately pled. *See Odom*, 486 F.3d at 547.

7 The Supreme Court has expressly recognized that where, as here, an enterprise
 8 disseminates misrepresentations about plaintiff to a third party and plaintiff is injured by reason
 9 of those misrepresentations, such conduct is indictable under RICO as mail and wire fraud:

10 [S]uppose an enterprise that wants to get rid of [plaintiffs] mails misrepresentations
 11 about them to their customers and suppliers, but not to [plaintiffs] themselves. ***If***
 12 ***[plaintiffs] lose money as a result of the misrepresentations, it would certainly***
 13 ***seem that they were injured in their business ‘by reason of’ a pattern of mail***
 14 ***fraud . . .***

15 *Bridge*, 533 U.S. at 649-50 (emphasis added).

16 The Amended Complaint details defendants’ participation in a wide-ranging scheme to
 17 extort, defraud, and interfere with Resolute’s customers, certification partners, and the public,
 18 whose endorsements and donations premised on misrepresented claims furthered defendants’
 19 business and political agendas, drove traffic and donations to defendants’ websites, and funded
 20 the perpetuation of the scheme. Accordingly, as set forth in detail below, the Amended
 21 Complaint pleads each element of RICO in accordance with the applicable standards.²⁰

22 ¹⁹ The Supreme Court has rejected the types of narrow construction of RICO urged by defendants
 23 for the threat of “over-federalization” of traditional state-law claims. *Bridge*, 533 U.S. at 659
 24 (rejecting argument that RICO claim was disguised tortious interference claim). Where
 25 additional requirements are not supported by RICO’s text, the Court is “not at liberty to rewrite
 26 RICO to reflect [defendants’] views of good policy.” *Id.* at 660.

27 ²⁰ While defendants attempt to analogize their conduct to lawful “association,” every case
 28 defendants cite involves truthful statements or advocacy clearly distinguishable from the
 calculated falsehoods and unlawful conduct alleged here. *See, e.g., Savage v. Council on*
America-Islamic Relations, Inc., 2008 WL 2951281, at *10 (N.D. Cal. July 25, 2008)
 (challenging the republication of plaintiffs’ own statements); *NAACP v. Claiborne Hardware*
Co., 458 U.S. 886, 902-03, 915 (1982) (no allegations that boycotts were based on intentionally
 false statements); *Citizens Against Rent Control/Coal. for Fair Hous. v. Berkeley*, 454 U.S. 290
 (1981) (involving political campaign contributions; no allegation of false statements).

1 **A. The RICO Claims Are Pled With The Requisite Specificity**

2 Defendants argue for dismissal of the RICO claims for failure to meet the heightened
3 pleading requirements under FRCP 9(b), asserting that the Amended Complaint impermissibly
4 “lumps together the defendants without identifying the particular acts or omissions that each
5 defendant committed.” (ECF No. 198 at 30-31; *see also* ECF No. 197 at 9.) These arguments
6 grossly mischaracterize the Amended Complaint’s detailed allegations of each individual’s
7 wrongdoing, which is all that is required at the pleading stage.

8 **1. Each Defendant’s Individual Wrongdoing Is Adequately Alleged**

9 While Rule 9(b) imposes a more exacting standard for pleading fraud, it is axiomatic that
10 Rule 9(b) does not require a plaintiff to allege every conceivable detail. *See Cooper v. Pickett*,
11 137 F.3d 616, 627 (9th Cir. 1997) (courts “cannot make Rule 9(b) carry more weight than it was
12 meant to bear”). Rather, Rule 9(b) “must be read in harmony with [FRCP 8’s] requirement of a
13 ‘short and plain’ statement of the claim.” *Baas v. Dollar Tree Stores, Inc.*, 2007 WL 2462150, at
14 *2 (N.D. Cal. Aug. 29, 2007); *Weiner v. Ocwen Fin. Corp.*, 2015 WL 4599427, at *4, 10 (E.D.
15 Cal. July 29, 2015) (sustaining fraud-based RICO claims). As this Court has recognized
16 “[m]alice, intent, knowledge, and other conditions of a person’s mind may be alleged generally.”
17 *Opperman v. Path, Inc.*, 84 F. Supp. 3d 962, 975 (N.D. Cal. 2015) (Tigar, J.) (*citing* Fed. R. Civ.
18 P. 9(b)); *Ronpak, Inc. v. Electronics for Imaging, Inc.*, 2015 WL 179560, at *3 (N.D. Cal. Jan.
19 14, 2015) (Tigar, J.) (“scienter pleading may be put forth generally [a]s to matters peculiarly with
20 the opposing party’s knowledge . . . in these circumstances, plaintiffs may aver scienter generally
21 . . . simply by saying that scienter existed.”).

22 Applying the foregoing standard, courts in the Ninth Circuit and this District regularly
23 sustain RICO claims involving allegations directed against a group of defendants where, as here,
24 the complaint identifies each defendant’s individual wrongdoing. *See, e.g., Blake v. Dierdorff*,
25 856 F.2d 1365 (9th Cir. 1988) (allegations against corporate directors satisfied Rule 9(b) even
26 though no individual defendant was alleged to have devised the fraudulent scheme, since it was
27

1 reasonable to assume corporate scheme was collectively devised); *State Comp. Ins. Fund v.*
2 *Khan*, 2013 WL 12132027, at *4 (C.D. Cal. July 30, 2013) (RICO complaint containing
3 “significant ‘group pleading’” satisfied Rule 9(b) because the complaint “included enough
4 factual detail to clarify the role and specific claims asserted against each defendant”); *Tatung*
5 *Co., Ltd. v. Hsu*, 2015 WL 11072178, at *17 (C.D. Cal. Apr. 23, 2015) (similar); *In re TFT LCD*
6 *(Flat Panel) Antitrust Litig.*, 599 F. Supp. 2d 1179, 1184-85 (N.D. Cal. 2009) (rejecting
7 argument that the complaint was insufficiently pled where it “‘lump[ed] together’ the twenty-six
8 different named defendants in general allegations referring to ‘defendants’”).

9 To the limited extent the Amended Complaint alleges claims against defendants
10 generally, group pleading is appropriate here, as the factual information concerning the fraud is
11 “within the opposing party’s knowledge.” *Waldrup v. Countrywide Fin. Corp.*, 2015 WL 93363,
12 at *4, 8 (C.D. Cal. Jan. 5, 2015) (sustaining RICO fraud claims where “[a]bsent discovery . . .
13 plaintiff [could not] point to the specific fraudulent misrepresentations or omissions allegedly
14 made by the four parent company defendants as part of the alleged scheme”); *Terra Ins. Co. v.*
15 *N.Y. Life Inv. Mgmt., LLC*, 2009 WL 2365883, at *3 (N.D. Cal. July 30, 2009) (“In cases of
16 corporate fraud . . . the pleading standard is relaxed since the circumstances may make it difficult
17 to attribute particular fraudulent conduct to each defendant as an individual.”). Thus, “there is no
18 absolute requirement that where several defendants are sued in connection with an alleged
19 fraudulent scheme, the complaint must identify *false statements* made by each and every
20 defendant.” *Capen*, 2015 WL 13298073, at *12 (emphasis in original).

21 The Amended Complaint and accompanying appendices plead the date, author, recipient
22 and statement for each of the 296 publications that Plaintiffs allege constitute separate acts of
23 mail and wire fraud. (*See* ECF Nos. 185, 185-1 to 185-4.) As set forth above, GP-Fund’s
24 contention that the Amended Complaint fails to meet Rule 9(b)’s specificity requirements
25 because it fails to parse which statements were made by GP-Inc. and which statements were
26 made by GP-Fund is without merit because GP-Fund and GP-Inc. failed to hold themselves out
27 as separate entities but rather operated under, and held their employees out, under the separate
28 name GP-USA. (*See supra* § I.A.4.) Thus, to the extent Plaintiffs lump together GP-Inc. and

1 GP-Fund, this is a direct result of how defendants have chosen to operate, and is thus sufficient at
2 the pleading stage. *See In re Chrysler-Dodge-Jeep*, 2018 WL 1335901, at *32 (sustaining RICO
3 claims based on group pleading where plaintiffs were unable to parse out individual defendants
4 because of how “[d]efendants have chosen to operate”); *In re Volkswagen* 2017 WL 4890594, at
5 *9, 11 (same). Thus, each of the fraudulent statements published by GP-USA constitute a
6 separate act of mail and wire fraud attributable to GP-Fund.

7 The Amended Complaint likewise details the Stand Defendants’ direct participation in the
8 RICO enterprise, including its role in drafting the Operational Memo, communicating the
9 Enterprise’s threats to Resolute directly, and its subsequent aggressive dissemination of the
10 Enterprise’s disinformation directly to Resolute’s critical market constituents with the specific
11 intent of interfering with Resolute’s customer relationships, including the September 2012 letter
12 to members of FPAC falsely accusing Resolute of violating the CBFA. (*See, e.g.*, ¶¶ 76-86, 131-
13 34, 224.) Thereafter, the Stand Defendants continued to carry-out the campaign plan, including
14 by directly threatening Resolute with “very active” “brand damaging” campaigning unless
15 Resolute acquiesced to the Enterprise’s demands. (¶¶ 131-34; 247-48.)

16 These allegations satisfy Resolute’s obligation to provide defendants with notice of their
17 specific involvement in the scheme to defraud. *See State Comp.*, 2015 WL 13298073 at *11.
18 Thus, group pleading with respect to certain allegations is appropriate here because the Amended
19 Complaint, and Appendices annexed thereto, contain detailed allegations concerning each
20 defendants’ role in the RICO enterprise sufficient to put each defendant on notice of their
21 individual wrongdoing.

22 2. Each Defendant Is Liable For The Full 23 Conduct Of The RICO Enterprise

24 Moreover, defendants’ assertion that the Amended Complaint fails to put each defendant
25 on notice of the individual claims asserted against them ignores the fundamental legal premise
26 that as a member of the RICO enterprise, each defendant is liable for all the acts of their co-
27 conspirators reasonably linked to the Enterprise’s goals irrespective of whether they participated
28 in the commission of the predicate act or had knowledge thereof. *See Salinas v. United States*,

1 522 U.S. 52, 63 (1997) (a RICO “conspiracy may exist even if a conspirator does not agree to
2 commit or facilitate each and every part of the substantive offense”); *see also id.* at 63, 64 (“[if]
3 conspirators have a plan which calls for some conspirators to perpetrate the crime and others to
4 provide support, the supporters are as guilty as the perpetrators” and “[e]ach is responsible for
5 the acts of each other”); *see also United States v. Fiander*, 547 F.3d 1036, 1042 (9th Cir. 2008)
6 (defendant can be prosecuted for a RICO conspiracy, even where he could not be prosecuted for
7 a substantive violation of RICO); *Christensen*, 828 F.3d at 781 (“[t]he RICO net is woven tightly
8 to trap even the smallest fish, those peripherally involved with the enterprise”).

9 As set forth in the Operational Memo, GP-Canada, GP-USA, GPI, GP-Fund and the
10 Stand Defendants agreed to engage in a scheme targeting Resolute and its businesses through the
11 dissemination of false information to Resolute’s customers and critical stakeholders. (ECF No.
12 185 at ¶¶ 75-88.) Under these circumstances each defendant is legally responsible for the acts of
13 its co-conspirators reasonably foreseeable within the scope of the conspiracy. *See Salinas*, 552
14 U.S. at 63-64. Thus, the failure to parse the specific misconduct of each defendant is immaterial,
15 because each defendant is liable for all of the conduct undertaken by the Enterprise.

16 **B. Proximate Cause Is Adequately Alleged**

17 Proximate causation is a “flexible concept” used to assign “responsibility for the
18 consequences of that person’s own acts.” *Bridge*, 553 U.S. at 654 (quoting *Holmes*, 503 U.S. at
19 268). Thus, a plaintiff merely needs to demonstrate that there is “some direct relation between
20 the injury asserted and the injurious conduct alleged.” *Id.* The Amended Complaint plainly
21 satisfies these standards.

22 **1. Plaintiffs Are Direct And Intended Victims 23 Of Defendants’ Racketeering Scheme**

24 The Supreme Court has held that a plaintiff who is a “primary and intended victim[] of a
25 scheme to defraud” has standing to bring RICO claims. *Bridge*, 553 U.S. at 649-50. This
26 standard applies equally to cases where the RICO defendants are alleged to have directed their
27 scheme at third parties with the intention of injuring plaintiff. *See Bridge*, 553 U.S. at 649-50.
28

1 The Amended Complaint details defendants’ participation in a wide-ranging scheme to
2 extort, defraud, and interfere with Resolute’s customers, certification partners, and the public,
3 whose endorsements and donations premised on misrepresented claims furthered defendants’
4 business and political agendas, drove traffic and donations to defendants’ websites, and funded
5 the perpetuation of the scheme. Defendants’ contention that Plaintiffs’ injuries are not
6 cognizable because “any alleged acts . . . would have been directed at third parties” (ECF No.
7 199 at 40), is “contradicted by the long line of cases in which courts have permitted a plaintiff
8 directly injured by a fraudulent misrepresentation to recover even though it was a third party, and
9 not the plaintiff, who relied on the defendant’s misrepresentation.” *Bridge*, 553 U.S. at 657; *see*
10 *also Procter & Gamble Co. v. Amway Corp.*, 242 F.3d 539, 565 (5th Cir. 2001) (proximate
11 causation alleged where misrepresentations to third parties were intended to and did
12 contemporaneously, injure plaintiff’s reputation and business relationships); *Mid Atl. Telecom,*
13 *Inc. v. Long Distance Servs., Inc.*, 18 F.3d 260, 263-64 (4th Cir. 1994) (sustaining RICO claims
14 where plaintiff alleged defendants’ false advertising caused it to lose customers); *Transcription*
15 *Comm’ns Corp. v. John Muir Health*, 2009 WL 666943, at *13 (N.D. Cal. Mar. 13, 2009)
16 (plaintiff may “recover for the injuries it alleges resulted from [d]efendants’ fraudulent
17 misrepresentations to [plaintiff’s customer]”); *C&M Café v. Kinetic Farm, Inc.*, 2016 WL
18 6822071, at *7 (plaintiff was “a direct victim of the alleged identity theft scheme because the
19 enterprise specifically targeted [plaintiff] by creating [an] imposter website, displaying
20 [plaintiff’s] trademarks and menu, and diverting [customers] away from [plaintiff],” even though
21 plaintiff itself did not rely on misrepresentations).²¹

22 While this Court previously held that defendants’ donors were the direct victim’s of
23 defendants’ racketeering scheme (Order at 18-19), the express terms of the Operational Memo
24 evidence that Resolute was a primary and intended victim of the Enterprise’s fraudulent scheme.
25 In their own words, defendants planned to “commence [a] very targeted market campaign
26 *directed at Resolute . . . with the intent of creating a threat to the brands of any customers who*

27 ²¹ *See also Cement-Lock v. Gas Tech. Inst.*, 2006 WL 3147700 (N.D. Ill. Nov. 1, 2006);
28 *Sandwich Chef of Tex. v. Reliance Nat’l Indem.*, 319 F.3d 205, 221, 224 (5th Cir. 2003).

1 *buy from Resolute*” (¶ 77-78 (emphasis added).) The “objective” of the campaign was
2 “simply [] to make *Resolute* and its products highly controversial.” (¶ 79 (emphasis added).) To
3 do so, the Enterprise manufactured “very negative press and communications directed at
4 [Resolute’s] customers in Canada, the US and Europe . . . saying don’t buy from *Resolute* unless
5 they meet our demands” (*Id.* (emphasis added).) At the same time, defendants commenced
6 “coordinated attacks” on “*Resolute* FSC certs.” (¶¶ 82-83 (emphasis added).) Defendants’
7 contention that they did not “target[] the property” of Resolute (ECF 199 at n. 15) is belied by
8 the express terms of their written campaign plan which plainly states that the objective of the
9 campaign was to interfere with Resolute’s market relationships and otherwise “increas[e] [the]
10 amount of [Resolute] senior executive time . . . dedicated to managing the impacts of the
11 campaign, responding to customer concerns, and diverted away from managing the core
12 business.” (¶ 82.) Resolute has standing to recover for the intended, direct, and foreseeable
13 harm to resulting from the campaign plan outlined in the Operational Memo.

14 The fact that donors were *also* targeted or harmed by the Enterprise’s scheme does not
15 preclude Plaintiffs’ standing to bring this RICO claim. “[E]ven if there are other classes of
16 potential plaintiffs who could recover for the alleged illegal [] scheme . . . [t]his factor does not
17 bar suit for different classes of plaintiffs, each of which suffered a different concrete injury,
18 proximately caused by the violation.” *Mendoza v. Zirkle Fruit Co.*, 301 F.3d 1163, 1171-72 (9th
19 Cir. 2002); *see also Bridge*, 553 U.S. 656 n.6 (it is not the case “that the only injuries
20 proximately caused by the misrepresentation are those suffered by the recipient” of the
21 misrepresentation). “No precedent suggests that a racketeering enterprise may have only one
22 ‘target’ or that only a primary target may have standing.” *Baisch v. Gallina*, 346 F.3d 366, 375
23 (2d Cir. 2003) (“there is a broad class of plaintiffs under RICO”); *Morning Star Packing Co. v.*
24 *SK Foods, LP*, 2011 WL 4591069 (E.D. Cal. Sept. 30, 2011). Indeed, where, as here, the fraud
25 on Resolute directly promoted the fraud against defendants’ donors, and the fraud against the
26 donors was the basis for the fraud on Resolute, they are “intertwined as coordinated parts of one
27 racketeering enterprise,” and injuries to both targets are directly and proximately caused by the
28 racketeering pattern of mail and wire fraud. *Baisch*, 346 F.3d at 374.

1 Thus, in *Feld*, the court held that plaintiff properly alleged standing and proximate
 2 causation to assert RICO claims against animal rights organizations arising from the
 3 organizations' dissemination of fraudulent fundraising materials, which misrepresented Ringling
 4 Brothers' animal handling practices in order to induce donations. *Feld Ent. Inc. v. Am. Soc'y for*
 5 *the Prevention of Cruelty to Animals*, 873 F. Supp. 2d 288, 321-22 (D.D.C. 2012). In rejecting
 6 defendants' arguments that the donors, not plaintiff, were the intended and foreseeable victim of
 7 defendants' wrongful conduct, the court held:

8 The Supreme Court has held that [a] scheme that injures D by making false
 9 statements through the mail to E is mail fraud, and actionable by D through RICO,
 10 if the injury is not derivative of someone else's. Here, [plaintiff] claims that it was
 11 directly and contemporaneously injured as a result of the alleged fraud committed
 against the donors . . . Moreover, [plaintiff's] injury is not derivative of the alleged
 losses suffered by the donors. Instead, it claims an independent injury: lost revenue
 due to the necessity of defending the [litigation against the circus].

12 *Id.* at 321-22 (citations omitted); *see also Commercial Cleaning Servs., LLC v. Colin Serv. Sys.,*
 13 *Inc.*, 271 F.3d 374, 384 (2d Cir. 2001) (the concern of duplicative recoveries does not bar suit for
 14 "different classes of plaintiffs, each of which suffered a different concrete injury, proximately
 15 caused by the violation").

16 The Amended Complaint pleads Resolute was directly injured by the misrepresentations
 17 disseminated to donors. Each publication disseminating false and misleading allegations about
 18 Resolute urged readers to "DONATE NOW," and the donated funds were then used to perpetuate
 19 the scheme against Resolute. (¶¶ 413-14, 417-19.) As a direct result, Resolute was forced to
 20 expend monies defending against the disinformation campaign. It is precisely this "independent
 21 injury" inflicted on Resolute -- which was the direct and intended result of the defendants'
 22 campaign -- the Amended Complaint seeks to redress.

23 2. The Amended Complaint Alleges Direct and Cognizable Harm

24 While Defendants attempt to recast all the damages arising from their fraudulent scheme
 25 as "reputational injury" (ECF No. 99 at n.21), the Amended Complaint alleges concrete
 26 economic harm sustained by virtue of the fact that every constituency critical to Resolute's
 27 business including, among others, its customers, stakeholders, and certification agencies relied on
 28 the Enterprise's disinformation. (¶¶ 389-93, 409-11, 418.) By way of example only, the

1 Amended Complaint pleads that as a direct result of the Enterprise’s misrepresentations BestBuy,
2 3M, Kimberly Clark, UPM, Axel Springer, and Hatchette terminated their contractual
3 relationships with Resolute. (¶¶ 390, 409.) Moreover, countless other customers, regulators and
4 other stakeholders, demanded information or accommodations from Resolute, directly
5 referencing defendants’ false and misleading publications, resulting in Resolute being forced to
6 expend costs and resources to rebut the false allegations directed at its customers. (¶¶ 410-11.)

7 All of these injuries constitute cognizable injuries to business or property. The Ninth
8 Circuit has recognized that the property right protected by the RICO statute is “a legal
9 entitlement to business relations unhampered by schemes prohibited by the RICO predicate
10 statutes.” *Mendoza*, 301 F.3d at 1168 n.4. Interference with “[b]oth current and prospective
11 contractual relations” constitute “injury to business or property” under the RICO statute. *Diaz v.*
12 *Gates*, 420 F.3d 897, 900-02 (9th Cir. 2005); *Hunter Consulting, Inc. v. Beas*, 2013 WL
13 12131581 (C.D. Cal. Sept. 30, 2013) (same). Moreover, defendants’ contention that other
14 injuries to Plaintiffs’ business such as resources diverted responding to defendants’ false
15 allegations to customers are “non-actionable injuries” (ECF No. 199 at 40-41) is expressly
16 rejected by the Ninth Circuit, which has held that “time [spent] away from [plaintiff’s] usual
17 work and [money expended toward] . . . responding to a fraudulent allegation . . . amount[s] to a
18 loss to business or property sufficient to confer standing.” *Just Film, Inc. v. Buono*, 847 F.3d
19 1108, 1119 (9th Cir. 2017) (time and expenses incurred to rebut defendant’s false allegations
20 constitute injury to business or property); *see also C&M Café*, 2016 WL 6822071, at *8
21 (allegations “show a [] direct injury to [] business interest” because “defendants inserted
22 themselves between [plaintiff] and the consumer,” causing “direct injury to [plaintiff’s] property
23 interest in its business”); *Xcentric Ventures, LLC v. Borodkin*, 798 F.3d 1201, 1203 (9th Cir.
24 2015) (costs incurred to pay an expert to mitigate defamation sufficiently alleged RICO injury at
25 the pleading stage). Likewise, “[l]egal fees may constitute RICO damages when they are
26 proximately caused by a RICO violation.” *C&M Café*, 2016 WL 6822071, at *8 (fees incurred
27 in preparing cease and desist letter in response to unlawful imposter website were cognizable
28 RICO damages) (citations omitted).

1 Nevertheless, defendants argue that injuries sustained by Plaintiffs are not cognizable
2 because they are “difficult to quantify” and there are “numerous reasons why a customer might
3 cease or interrupt its relationship with Resolute.” (ECF No. 199 at 41.) As an initial matter,
4 courts have expressly rejected “the proposition that no RICO injury could ever be asserted unless
5 it was *solely* attributable to the alleged unlawful activity.” *Feld*, 873 F. Supp. 2d at 322 n.17
6 (emphasis added); *Wallace v. Midwest Financial Mortg. Servs, Inc.*, 714 F.3d 414, 421-22 (6th
7 Cir. 2013); *Cox v. Adm’r U.S. Steel v. Carnegie*, 17 F.3d 1386, 1399 (11th Cir. 1994).

8 In any event, the relevant inquiry at the pleading stage is whether a plaintiff has “put forth
9 allegations that raise a reasonable expectation that discovery will reveal evidence of proximate
10 causation.” *In re Avandia Mktg., Sales Practices & Prod. Liab. Litig.*, 804 F.3d 633, 644 (3d
11 Cir. 2015) (citations omitted); *Feld*, 873 F. Supp. 2d at 321 (third-party reliance for proximate
12 causation “are not [yet] established, but they are alleged in the complaint . . . which is all that is
13 required at the motion to dismiss stage”). The Ninth Circuit has explicitly held that “it is
14 inappropriate at [the pleading] stage to substitute speculation for the complaint’s allegations of
15 causation.” *Mendoza*, 301 F.3d at 1171. Thus, in *Mendoza*, the Ninth Circuit reversed the trial
16 court’s determination that “factors other than the scheme coupled with [the scheme] *could*
17 account for the plaintiff’s depressed wages,” holding that the plaintiffs “must be allowed to make
18 their case through presentation of evidence . . . at a later stage in the proceedings.” *Id.* (emphasis
19 in original). Explaining that “it is important to distinguish between uncertainty in the fact of
20 damage and in the amount of damage,” the Ninth Circuit held that the complaint’s allegations of
21 proximate causation were plausible on a motion to dismiss, irrespective of “whatever difficulty
22 might arise in establishing” the exact amount of damage. *Id.*; *see also Newcal Industries, Inc. v.*
23 *Ikon Office Solution*, 513 F.3d 1038, 1056 (9th Cir. 2008) (proximate cause raises “factual
24 questions which we cannot resolve on a Rule 12(b)(6) motion in this case”), *remanded to* 2011
25 WL 1899404 (N.D. Cal. May 19, 2011) (“the Ninth Circuit held that the ‘proximate cause’
26 requirement for RICO could not be resolved on a Rule 12(b)(6) motion in this case”).

27 Consistent with this standard, district courts in the Ninth Circuit routinely deny motions
28 to dismiss based on arguments that damages will be difficult to calculate. *See In re Volkswagen*,

1 2017 WL 4890594 (at the pleading stage, “it is sufficient that the relationship between
2 [plaintiffs’] alleged injuries and [defendant’s] alleged [RICO] violation is not ‘speculative in the
3 extreme’ [Q]uestions as to the *amount* of damage, as opposed to the plausibility of damage,
4 are best resolved at a later stage in the litigation”); *Transcription Comm’ns*, 2009 WL 666943, at
5 *13 (plaintiff “may be able to recover for the injuries it alleges resulted from [d]efendants’
6 fraudulent misrepresentations to [third party]; whether such injuries occurred is inappropriate for
7 resolution on a motion to dismiss”); *Brewer v. Salyer*, 2007 WL 1454276, at *12-13 (E.D. Cal.
8 May 17, 2007) (rejecting defendants’ argument that “a host of intervening factors” caused
9 plaintiff’s alleged injuries because “it is important to distinguish between uncertainty in the fact
10 of damage and in the amount of damage . . . [w]hether plaintiff can prove these allegations [of
11 proximate causation] is a subject for discovery and a motion for summary judgment”).

12 The same result is compelled here. The Amended Complaint pleads that customers
13 directly referenced defendants’ false publications in terminating relationships with Resolute. For
14 example, UPM, Axel Springer, Proctor & Gamble, Georgia Pacific, Best Buy, Kimberly Clark,
15 and 3M specifically cited defendants’ campaign as the reason for abandoning large contracts with
16 Resolute. (¶¶ 238-40, 242, 248, 259, 409.) Defendants’ contention that other customers, such as
17 Hachette, may have factored in Resolute’s “choice to pursue RICO and defamation claims
18 against Greenpeace” into the decision to terminate its business relationship with Resolute (ECF
19 No. 199 at 41), at best raises questions of fact. As defendants acknowledge, Resolute’s RICO
20 claim was only “one of the reasons” Hachette provided for terminating its relationship with
21 Resolute. (ECF No. 199 at 41.) Hachette also referenced loss of FSC certificates, which, as set
22 forth in the Operational Memo, “c[a]me under coordinated attack” by the Enterprise. (¶ 83, 309.)

23 Moreover, the Amended Complaint alleges numerous other concrete injuries directly
24 resulting from defendants’ disinformation campaign. By way of example only, in response to
25 defendants’ false and misleading allegation that Resolute’s Alma paper mill sources from the
26 Montagnes Blanches, Penguin demanded that its paper be sourced from the Calhoun mill instead.
27 (¶ 313.) Similarly, Plaintiffs were forced to divert resources and revenue to provide tours of the
28 Alma paper mill and other operations to Macmillan. (¶ 313.) Wooden Books likewise

1 forwarded defendants’ false publications to Resolute, demanding “some more details about this,
2 so we can make an informed decision regarding our paper sources going forward.” (¶ 307.) And
3 in direct response to defendant Brindis and GP-USA’s April 2015 series of articles targeting
4 Rite-Aid’s contractual relationship with Resolute, Resolute incurred legal expenses to send a
5 cease-and-desist letter to Brindis and the Board of Directors of GP-USA. (¶¶ 260-70.) In
6 numerous additional instances, Plaintiffs’ customers referenced defendants’ false statements to
7 demand responses or accommodations. (*See, e.g.*, ¶¶ 234, 241, 244.)

8 **C. Racketeering Activity Is Adequately Alleged**

9 The Amended Complaint adequately alleges hundreds of predicate acts, including mail
10 fraud (18 U.S.C. § 1341); wire fraud (18 U.S.C. § 1343); illegal interference with commerce (18
11 U.S.C. § 1951); and illegal monetary transactions (18 U.S.C. § 1957).

12 **1. The Complaint Pleads Mail and Wire Fraud**

13 The mail and wire fraud statutes make it unlawful to use the mails or wires in furtherance
14 of “any scheme or artifice to defraud, or for obtaining money or property by means of false or
15 fraudulent pretenses, representations, or promises.” 18 U.S.C. §§ 1341, 1343. To plead mail or
16 wire fraud, a plaintiff must allege: (1) a scheme to defraud, (2) the use of the mails or wires to
17 further that scheme, and (3) the specific intent to defraud. *Odom*, 486 F.3d at 554. The Ninth
18 Circuit has held the mail and wire fraud statutes are broad in scope and “[t]he fraudulent nature
19 of the ‘scheme or artifice to defraud’ is measured by a non-technical standard,” condemning
20 conduct which is “contrary to public policy or which fail[s] to measure up to the reflection of
21 moral uprightness, of fundamental honesty, fair play and right dealing in the general and business
22 life of members of society.” *United States v. Woods*, 335 F.3d 993, 998 (9th Cir. 2003).

23 The Amended Complaint details defendants’ use of U.S. mails and wires in furtherance of
24 a scheme to harm Resolute through misleading Resolute’s customers, certification agencies and
25 other critical stakeholders about Resolute’s operations in the Boreal forest by, among other
26 things: (i) preparing false and misleading reports concerning Resolute and its customers;
27 (ii) broadly disseminating the false and defamatory reports and other statements through GP
28 USA, GP Canada, and GPI’s websites and other internet platforms, such as Twitter and

1 Facebook; (iii) communicating and coordinating with one another to effectuate the dissemination
 2 of false and misleading information necessary to perpetrate the scheme to harm Resolute;
 3 (iv) disseminating the false and misleading information directly to Resolute’s stakeholders,
 4 customers, and other critical market constituents through email, U.S. mail, and phone;
 5 (v) harassing Resolute’s customers with extortionate threats; (vi) soliciting fraudulent charitable
 6 donations from the public by means of false pretenses, representations, or promises; and
 7 (vii) wiring fraudulently obtained funds to sustain the Enterprise’s “campaign” against Resolute.
 8 ((¶¶ 167-318, 401-430, ECF No. 185-1 to 185-4.))²²

9 The dissemination of calculated falsehoods to third parties with the intent of depriving
 10 plaintiff of property rights constitutes mail and wire fraud under black-letter law. *See, e.g.,*
 11 *Bridge*, 553 U.S. at 647-48 (sustaining mail and wire fraud claims where defendants’ scheme to
 12 obtain valuable liens by submitting false information to county officials harmed petitioners who
 13 lost the bid for valuable liens); *Feld*, 873 F. Supp. 2d at 318 (mail fraud adequately alleged where
 14 animal rights group disseminated fundraising materials misrepresenting plaintiff circus’s
 15 elephant handling procedures); *Procter & Gamble*, 242 F.3d at 565 (sustaining mail and wire
 16 fraud claims arising from defendants’ dissemination of false information to lure away plaintiffs’
 17 customers and cause boycotts); *Texas Air Corp. v. Air Line Pilots Ass’n Int’l*, 1989 WL 146414,
 18 at *5 (S.D. Fla. July 14, 1989) (union’s “scheme [to] publicly disseminat[e] false information
 19 about [the airline’s] safety and its treatment of employees” constituted mail and wire fraud);
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23 ²² GP-Fund’s contention that the Amended Complaint fails to plead that it engaged in two
 24 predicate acts because it is not the “author of the statements” is without merit. As set forth
 25 *supra*, GP-Fund authored dozens of statements under the name GP-USA. In any event,
 26 “statements and acts of co-participants in a scheme to defraud [are] admissible against other
 27 participants” for purposes of establishing mail and wire fraud under 18 U.S.C. 1964(c). *In re*
 28 *Volkswagen*, 2017 WL 4890594, at *12 (quoting *United States v. Stapleton*, 293 F.3d 1111, 1117
 (9th Cir. 2002). “[K]nowing participants in the scheme are legally liable’ for their co-schemers’
 use of the mails and wires.” *Id.* Thus, GP-Fund may be held liable for mail and wire fraud under
 18 U.S.C. 1964(c) irrespective of whether it made a separate misrepresentation. *Id.*

1 *Cement-Lock*, 2006 WL 3147700 (use of wires to disseminate false statements to government
2 agencies and financing sources constituted mail and wire fraud).²³

3 Defendants concede that the Amended Complaint pleads that defendants disseminated
4 false and misleading statements to Resolute’s customers with the specific intent of interfering
5 with those relationships. (ECF No. 199 at 36 (“Resolute now appears to claim that Defendants
6 made misrepresentations to Resolute’s customers . . . in order to harm Resolute”).) Nevertheless,
7 defendants argue that the Amended Complaint fails to plead mail and wire fraud because the
8 Amended Complaint fails to plead that defendants obtained property from those customers who
9 received the misrepresentations. (ECF No. 199 at 36.) This argument is without merit.

10 As defendants concede, “[m]ail and wire fraud can [] involve fraud intended to deprive
11 another of property, ***whether or not it is obtainable by the party committing the fraud.***” (ECF
12 199 at n. 15 (citing *United States v. Kincaid-Chauncey*, 556 F.3d 923 (9th Cir. 2009) (emphasis
13 added); *see also United States v. Welch*, 327 F.3d 1081, 1108 n.27 (10th Cir. 2003) (“neither the
14 mail nor wire fraud statute requires that a defendant ‘obtain’ property before violating the
15 statute”). This is because “intent to deprive,” not “intent to gain,” is the essence of the scheme to
16 defraud. *Kincaid-Chauncey*, 556 F.3d at 941; *see also United States v. Hedaithy*, 392 F.3d 580,
17 602 n.21 (3d Cir. 2004) (mail and wire fraud are “intended to cover ‘any scheme or artifice to
18 defraud [one of his money or property]”); *United States v. McMillan*, 600 F.3d 434, 447 (5th Cir.
19 2010) (scheme to defraud “may be met by a variety of schemes, but the relevant form of the
20 scheme in this case is the deprivation of money or property”); *Feld*, 873 F. Supp. 2d at 318
21 (“[m]ail fraud lies whether or not the perpetrator ends up with the victim’s property or money”).

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²³ Defendants attempt to recast Plaintiffs’ allegations as defamation which defendants allege do not constitute predicate acts under RICO. Obviously, false claims made to support a scheme to defraud might equally support a defamation claim, but the claims are not mutually exclusive. Moreover, none of the cases cited by defendants allege a disinformation campaign -- like the one here -- intended to cause harm to business or property through deceptive means. *See Kimberlin v. National Bloggers Club*, 2015 WL 1242763 (Bankr. D. Md. Mar. 17, 2015), (dissemination of calculated falsehoods for the purpose of causing reputational harm); *Kimm v. Lee*, 2005 WL 89386 4 (S.D.N.Y. Jan. 13, 2005) (“Though [plaintiff] may well have suffered reputational injury . . . no one was ‘induced to part with anything of value as a result.’”).

1 Moreover, there is no requirement that the party that is harmed (or deprived) by the mail
2 and wire fraud scheme is the party that is deceived. As the Supreme Court has explained, a
3 “plaintiff asserting a RICO claim predicated on mail fraud need not show, *either as an element of*
4 *its claim or as a prerequisite to establishing proximate causation*, that it relied on the defendant’s
5 alleged misrepresentations.” *Bridge*, 553 U.S. at 661 (emphasis added). Thus, the direct victim
6 of a scheme to defraud may recover through RICO even if it was not the direct recipient of the
7 false statements. *Id.* at 650; *see also In re Volkswagen*, 2017 WL 4890594, at *11 (“[t]he
8 misrepresentation also does not need to be made to the RICO plaintiff, but instead may be made
9 to a third party”); *Just Film, Inc. v. Merchant Servs, Inc.*, 2012 WL 6087210, at *11 (N.D. Cal.
10 Dec. 6, 2012) (“[F]irst party reliance is not an element of a RICO claim based on mail fraud.”);
11 *Hoffman v. Zenith Insurance Co.*, 2010 WL 11558157 (C.D. Cal. Aug. 31, 2010) (“reliance is not
12 required to establish a claim under the mail fraud or wire fraud statutes”).

13 Accordingly, each false statement disseminated to Resolute’s customers, certification
14 agencies, and other market constituents constitutes a separate predicate act of mail or wire fraud.

15 **2. The Complaint Pleads Extortion**

16 Defendants argue that the Amended Complaint fails to plead Hobbs Act extortion
17 because it is devoid of allegations that defendants obtained property from Resolute. (ECF No.
18 199 at 27-28.) However, allegations that defendants wrongfully sought to divert business away
19 from the victim and toward third parties of defendant’s choosing state a claim for extortion under
20 the Hobbs Act. *See, e.g., United States v. Gotti*, 459 F.3d 296, 326 (2d Cir. 2006) (diverting
21 service contracts to defendants’ preferred vendors constituted extortion); *U.S. v. Coffey*, 361 F.
22 Supp. 2d 102, 108-09 (E.D.N.Y. 2005) (cited with approval in *Sekhar v. United States*, 570 U.S.
23 729, 743 (2013) (Alito, J. concurring)) (same). For example, in *Coffey*, the court found that
24 defendants’ efforts to divert potential customers away from plaintiff to organized crime-affiliated
25 companies through extortionate means precluded dismissal of the Hobbs Act claim. *See* 361 F.
26 Supp. 2d at 106, 108-09. The *Coffey* court explicitly recognized that “[t]he fact that neither
27 [individual defendant] may have personally benefitted from the charged conduct under the Hobbs
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1 Act” does not warrant dismissal because “extortion as defined in the statute in no way depends
2 upon having a direct benefit conferred on the person who obtains the property.” *Id.* at 109.

3 The same conclusion is compelled here. As set forth in the Amended Complaint,
4 between April and May 2013, the Enterprise, through defendant Paglia, issued a series of
5 extortive threats to Resolute demanding that Resolute cease operating in certain areas of the
6 Canadian Boreal forest, which would allow Resolute’s competitors to operate in those areas in
7 Resolute’s absence. (¶ 131 (demanding that Resolute agree not to harvest in an unspecified
8 amount of vast areas that Resolute could not agree to meet and remain in business).) When
9 Resolute failed to acquiesce to the Enterprise’s demands, the Enterprise -- consistent with the
10 plan set forth in the Operational Memo -- targeted Resolute with a fraudulent campaign by
11 manufacturing “very negative press and communications directed at customers in Canada, the US
12 and Europe” “saying don’t buy from Resolute unless they meet our demands . . . *buy from these*
13 *other companies instead.*” (¶¶ 78-79 (emphasis added).) Thus, by targeting Resolute to the
14 exclusion of other forestry companies that were operating in the same areas, and who were (at
15 minimum) similarly situated with Resolute, the Enterprise attempted to transfer the rights away
16 from Resolute toward companies that were willing to endorse their campaign. These facts
17 adequately plead a claim for extortion under *Coffey*.

18 **D. The Amended Complaint Pleads A RICO Enterprise**
19 **And Each Defendant’s Participation In The Enterprise**

20 The RICO statute defines an enterprise as “any union or group of individuals associated
21 in fact although not a legal entity.” 18 U.S.C. § 1961(4). The Supreme Court has held the “very
22 concept of an association in fact is expansive” and encompasses any “continuing unit that
23 functions with a common purpose.” *Boyle v. United States*, 556 U.S. 938, 945, 948 (2009)
24 (rejecting any “extra textual” requirement of formal structural attributes, including “hierarchical
25 structure,” “role differentiation,” “unique modus operandi,” “chain of command,” “regular
26 meetings,” “rules and regulations,” and method of decision-making).

27 Defendants challenge the sufficiency of a RICO enterprise on grounds that the Amended
28 Complaint “fails to plausibly identify a common racketeering purpose” and “plead the necessary

1 ‘relationships’ between the various ‘Enterprise members.’” (ECF No. 199 at 43.) The Amended
 2 Complaint alleges that the Stand Defendants, GP Canada, GP-USA, GPI, and Canopy each
 3 agreed to “commence [a] very targeted market campaign directed at Resolute,” the “objective” of
 4 which was “to make Resolute and its products highly controversial,” with “all ENGOs focusing
 5 their energy resources on positioning Resolute as the most regressive forest products company.”
 6 (¶¶ 78-79.) The Operational Memo, authored by Paglia in late 2012 to early 2013, stated that
 7 “GP US and GPI [would] becom[e] actively involved, with the intent of creating a threat to the
 8 brands of any customers who buy from Resolute.” (¶ 78.)²⁴ The campaign had “full support”
 9 from funders GP-Fund and GPI. (¶ 85.) The Memorandum made clear that Enterprise members
 10 would “work[] on the same team” to manufacture “very negative press and communications
 11 directed at customers in Canada, the US and Europe . . . saying don’t buy from Resolute unless
 12 they meet our demands” (¶ 79 (emphasis added).) At the same time, “Resolute FSC certs
 13 come under *coordinated attack* by all ENGOs.” (¶ 83 (emphasis added).)²⁵

14 Moreover, the “coordinated attack” against Resolute is consistent with the Enterprise
 15 members’ long history of collaboration. As “close-allies,” the Stand Defendants and Greenpeace
 16
 17

18 ²⁴ Defendants’ contention that the Operational Memo does not support a common purpose
 19 because it does not explicitly state that the “ENGOs should publish knowing falsities about
 20 Resolute” (ECF No. 199 at 44) at most raises a question of fact which must be resolved in
 21 Plaintiffs’ favor on this motion. *See Perryman v. Litton Loan Servicing, LP*, 2014 WL 4954674,
 22 at *15 (N.D. Cal. Oct. 1, 2014) (Tigar, J.) (“[w]hether or not [d]efendants made material
 23 misrepresentations, and whether they intentionally created a scheme to defraud, are questions of
 24 fact.”). Moreover, the inference that the Operational Memo intended the dissemination of false
 25 information is strongly supported by defendants’ subsequent fabrication of admittedly false
 26 evidence accusing Resolute of violating the CBFA. (¶ 89-118.)

27 ²⁵ The Greenpeace Defendants argue that the Operational Memo is not evidence of an enterprise
 28 because it “does not set forth any organizational structure.” However, “[a]n associated-in-fact
 enterprise under RICO does not require any particular organizational structure.” *Odom*, 486 F.3d
 at 551; *Boyle*, 556 U.S. at 948. *Boyle* likewise rejects the Stand Defendants’ argument that the
 Amended Complaint fails to plead an enterprise that is “distinct from the pattern of predicate
 acts” (ECF 197 at 18), holding that “evidence used to prove [a] pattern of racketeering activity
 and evidence establishing an enterprise ‘may in particular cases coalesce.’” *See Boyle*, 556 U.S.
 at 947.

1 Defendants have collaborated on numerous coercive and manipulative “campaigns,” which have
2 targeted, among others, Victoria’s Secret, 3M, and Staples. (¶ 41(m).)²⁶

3 While GP-Fund and the Stand Defendants attempt to reduce the “coordinated attack”
4 against Resolute to “independent” or “parallel activity” (ECF No. 197 at 18-19; ECF No. 199 at
5 33), these arguments are belied by both the explicit terms of the Operational Memo and the
6 Amended Complaint’s detailed allegations of collaboration in targeting Resolute. As alleged,
7 these defendants collaborated to disseminate the Enterprise’s false allegation that Resolute was
8 engaging in “active logging and road building” in violation of the CBFA. (¶¶ 224, 89-118.)
9 Likewise, GP-USA, GPI, GP-Canada, and the Stand Defendants collaborated to target Resolute’s
10 key customer, including 3M. (¶¶ 247-48.)

11 These allegations plainly plead the existence of a RICO enterprise. *See Boyle*, 556 U.S.
12 at 941; *Perryman*, 2014 WL 4954674, at *16 (allegations of “ongoing collusive relationship
13 between [Enterprise members] in which they agreed to misrepresent the nature of [certain]
14 charges at the [plaintiff’s] expense for their collective benefit” satisfies enterprise element). The
15 same allegations are likewise sufficient to establish GP-Fund’s and the Stand Defendants’ role in
16 directing “some part” of the Enterprise’s affairs. *See In re Volkswagen*, 2017 WL 4890594, at
17 *16 (RICO liability not limited ‘to those with primary responsibility for the enterprise’s affairs’)
18 (quoting *Reves v. Ernst & Young*, 507 U.S. 170, 179 (1993)).

19 **III. THE TORTIOUS INTERFERENCE CLAIM IS PROPERLY PLED**

20 Defendants argue for dismissal of the tortious interference with prospective business
21 claim (Count VII)²⁷ on grounds that the Amended Complaint fails to plead the elements of the
22

23
24 ²⁶ Defendants’ assertion that absent allegations of a criminal purpose, the enterprise element will
25 render the right of association meaningless (ECF No. 199 at 32-34), has been rejected by the
26 Ninth Circuit which has held that the enterprise element of RICO has “withstood the attack that it
unconstitutionally punishes associational status,” because “RICO’s proscriptions are directed
against conduct, not status. *United States v. Rubio*, 727 F.2d 786, 792 (9th Cir. 1983).

27 ²⁷ The Complaint also alleges a claim for tortious interference with contract (Count VI) arising
28 from defendants’ tortious interference with Plaintiffs’ contractual relationships with, among
others, Best Buy, Kimberly Clark, P&G, 3M, and UPM.

1 claim with the requisite specificity. (ECF No. 199 at 45.) These arguments are belied by the
2 detailed allegations of the Amended Complaint.

3 The Operational Memo explicitly states that interference with Resolute’s customers was
4 an explicit objective of defendants’ scheme. (¶ 79.) As alleged, the unrelenting campaign of
5 disinformation targeting Resolute’s customers resulted in the loss of other prospective business
6 relationships including, but not limited to, Georgia Pacific. (¶ 247, 248.) The Amended
7 Complaint pleads the author of the defamatory publications, the targeted customer, the date of
8 the wrongful interference and the resulting damage to Resolute. (¶¶ 231-73, 389.) These
9 allegations are more than sufficient at the pleading stage. *See Swingless Golf Club Corp. v.*
10 *Taylor*, 2009 WL 2031768, at *4 (N.D. Cal. July 7, 2009) (although “plaintiff ha[d] not stated
11 which parties plaintiff contracted with, which contracts were interfered with, and when those
12 contracts were entered into[, t]hese facts will be readily obtainable in discovery”); *Silicon Valley*
13 *Test & Repair, Inc. v. Gen. Signal Corp.*, 1993 WL 373977, at *5 (N.D. Cal. Sept. 13, 1993)
14 (allegation that “[d]efendants have interfered with ‘customers [located] in Oregon, Texas and
15 Arizona’ . . . gives [d]efendants fair notice of [plaintiff’s] claim.”).

16 **IV. THE TRADE LIBEL CLAIM IS PROPERLY PLED**

17 Defendants’ challenges to the trade libel claim (Count V) are similarly unavailing. While
18 defendants assert that the Amended Complaint fails to plead actionable statements about
19 Resolute’s products, “trade disparagement extends to the quality of a plaintiff’s
20 ‘business in general.’” *See Aetna Cas. and Sur. Co., Inc. v. Centennial Ins. Co.*, 838 F.2d 346,
21 351 (9th Cir. 1988) (trade libel is directed “at the goods a plaintiff sells *or the character of his [*
22 *]business*”) (emphasis added); *MGA Entm’t, Inc. v. Hartford Ins. Grp.*, 2009 WL 10657353, at *5
23 (C.D. Cal. June 24, 2009) (fact defendant did not disparage “Mattel’s products specifically does
24 not detract from the Court’s ultimate conclusion because California courts have held that trade
25 disparagement extends to the quality of a plaintiff’s business in general.”); *Am. Shooting Ctr.,*
26 *Inc. v. Secfor Int’l*, 2015 WL 1914924, at *7 (S.D. Cal. Apr. 27, 2015) (same).

27 In any event, the Amended Complaint pleads statements disparaging Resolute’s products.
28 As set forth in the Operational Memo, the explicit objective of the “Resolute: Forest Destroyer”

1 campaign was “to make Resolute and *its products* highly controversial.” (¶ 79 (emphasis
 2 added).) In furtherance of this objective, defendants ubiquitously disparaged Resolute’s products
 3 by falsely asserting that they were sourced using unsustainable methods. (¶¶ 251, 260.) These
 4 statements are actionable in trade libel. *See Shores v. Chip Steak Co.*, 130 Cal. App. 2d 627, 628,
 5 630 (Ct. App. 1955) (trade libel pled where advertiser “stat[ed] in substance . . . that plaintiff’s
 6 product was not ‘quality’ food, or prepared or packaged by modern, safe or sanitary methods”).

7 Moreover, the Amended Complaint pleads special damages in the form of lost business in
 8 the amount no less than C\$100M which is sufficient at the pleading stage. *See G.U.E. Tech, LLC*
 9 *v. Panasonic Avionics Corp.*, 2015 WL 12696203, at *5 (C.D. Cal. Sept. 15, 2015) (trade libel
 10 alleged where plaintiff “gives reasonably specific estimates of the [special] damages”).

11 **V. THE UCL CLAIM IS PROPERLY PLED**

12 Defendants seek dismissal of Count IX for Unfair Business Practices pursuant Cal. Bus.
 13 & Prof. Code §§ 17200 and 17500 (“UCL”) on the grounds that the Amended Complaint fails to
 14 plead either an underlying tort, or that defendants were competitors. However neither the statute
 15 or the authorities relied on by defendants impose such requirements.

16 In arguing that the UCL claim requires allegations that defendants are Plaintiffs’
 17 competitors, defendants rely on inapposite case law addressing claims under Cal. Bus. & Prof.
 18 Code §§ 17043, 17044 (“UPA”). (ECF No. 199 at 38.) However, no corresponding requirement
 19 exists under the UCL. *See* Cal. Bus. & Prof. Code § 17200 (penalizing “any unlawful, unfair or
 20 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising”).

21 Defendants’ assertion that the UCL claim should be dismissed for failure to plead an
 22 underlying tort is likewise without merit. *See Cel-Tech Comm’ns, Inc. v. L.A. Cellular Tel. Co.*,
 23 20 Cal. 4th 163, 180 (1999) (“A practice may be deemed unfair even if not specifically
 24 proscribed by some other law.”). “California’s UCL ‘has always been given a broad and
 25 sweeping ambit by our Legislature and our Supreme Court.’” *Overstock.com*, 151 Cal. App. 4th
 26 at 715; *Smith v. State Farm Mut. Auto. Ins. Co.*, 93 Cal. App. 4th 700, 719 (Ct. App. 2001).
 27 Moreover, even if an underlying tort is required -- which it is not -- the Amended Complaint
 28 pleads defamation, trade libel and tortious interference. (*See supra.*)

1 **VI. THE COURT HAS PERSONAL JURISDICTION OVER GPI**

2 Notwithstanding that the case has been transferred to defendants' chosen forum, GPI²⁸
 3 argues, that it is not subject to personal jurisdiction because it neither has "minimum contacts,"
 4 nor caused any harm, in this State. (ECF No. 199 at 39.)²⁹

5 GPI directed its activities to the State through its ongoing licensing agreement with
 6 California-based GP-Inc. and GP-Fund whose activities GPI directs and funds, including with
 7 respect to the "Resolute: Forest Destroyer." (¶ 41.) These contacts are sufficient to confer
 8 jurisdiction over GPI. *See Dubrose*, 2017 WL 2775034, at *2 (exercising personal jurisdiction
 9 over defendant because a "small fraction" of defendant's many "multi-center clinical trials" took
 10 place in California); *see also Nissan Motor Co. v. Nissan Computer Corp.*, 89 F. Supp. 2d 1154,
 11 1159-60 (C.D. Cal. 2000) (defendant had contracts with forum companies to display advertising
 12 banners and links on his website); *Harris Rutsky & Co. Ins. Servs. v. Bell & Clements Ltd.*, 328
 13 F.3d 1122, 1131 (9th Cir. 2003) (defendant "purposefully sought out a business relationship with
 14 a California corporation and had ongoing contacts with the state over a five-year period").

15 Alternatively, GPI is subject to long-arm jurisdiction in this State, pursuant to FRCP
 16 4(k)(2) which confers jurisdiction over foreign defendant who lack substantial contacts with any
 17 single state, but have sufficient contacts with the United States as a whole to satisfy due process
 18 standards. *See In re Volkswagen*, 2017 WL 4890594, at *17. Courts have adopted a burden-
 19 shifting mechanism so that if the defendant contends that he cannot be sued in the forum state
 20 and refuses to identify any other where suit is possible, then the federal court is entitled to use
 21 Rule 4(k)(2). *Id.* Here, Plaintiffs' federal RICO claims arise under federal law, and GPI does not

22
 23 ²⁸ GPI may also be subject to general jurisdiction in this State by virtue of the fact that it
 24 maintains an office in California. *See* <https://www.greenpeace.org/international/worldwide/> (last
 25 visited March 20, 2018); *see also United States v. Cathcart*, 2010 WL 1048829, at *3 (N.D. Cal.
 26 Feb. 12, 2010), *report and recommendation adopted*, 2010 WL 807444 (N.D. Cal. Mar. 5, 2010).

27 ²⁹ The Ninth Circuit has established a three-prong test for specific personal jurisdiction: (1) non-
 28 resident defendant must purposefully direct his activities or perform some act by which he
 purposefully avails himself of the privilege of conducting activities in the forum; (2) the claim
 must arise out of or relates to the defendant's forum-related activities; and (3) the exercise of
 jurisdiction must comport with fair play and substantial justice, *See Dubose v. Bristol-Myers
 Squibb Co.*, 2017 WL 2775034, at *2-4 (N.D. Cal. June 27, 2017).

1 identify a state court of general jurisdiction. Moreover, in addition to the California contacts set
 2 forth above, GPI has numerous minimum contacts with the U.S., including soliciting donations
 3 from U.S.-based citizens to execute its campaigns. (¶ 41.) Moreover, as set forth in the
 4 Amended Complaint, GPI traveled to Augusta, Georgia to disseminate defamatory statements
 5 about Resolute at its Annual Meeting in May 2015. (¶ 296.) Finally, while GPI baldly asserts
 6 that “Resolute’s reputation is in Canada,” four of the plaintiffs are domiciled in the United States
 7 and operate mills throughout the U.S. (¶¶ 24-26, 28.) Thus, the exercise of jurisdiction is proper
 8 under Rule 4(k)(2). *See S.E.C. v. Carrillo*, 115 F.3d 1540, 1545-46 (11th Cir. 1997) (targeting
 9 U.S. citizens through phone, mail, internet, and in person constitutes minimum contacts for
 10 purposes of Rule 4(k)(2)).³⁰

11 **VII. DEFENDANTS’ MOTIONS TO STRIKE PLAINTIFFS’ STATE**
 12 **LAW CLAIMS SHOULD BE DENIED IN THEIR ENTIRETY.**

13 A motion to strike pursuant to California’s anti-SLAPP statute will be denied where the
 14 plaintiff demonstrates a probability of success on each of the challenged claims. *See* Cal. Civ.
 15 Proc. Code § 425.16(b)(1). Courts in this District have held that plaintiff need only show “*a*
 16 *mere possibility of success[.]*” *Bautista v. Hunt & Henriques*, 2012 WL 160252, at *7 (N.D.
 17 Cal. Jan. 17, 2012) (emphasis added).

18 Motions to strike brought in federal court must be “treated in the same manner as a
 19 motion under Rule 12(b)(6).” *Choyce v. SF Bay Area Indep. Media Ctr.*, 2013 WL 6234628 at
 20 *5 (N.D. Cal. Dec. 2, 2013) (Tigar, J.). Under this standard, plaintiff satisfies the burden to
 21 demonstrate a probability of prevailing at the pleading stage, where “the complaint is legally
 22 sufficient and supported by a *prima facie* showing of facts to sustain a favorable judgment if the
 23 evidence submitted by the plaintiff is credited.” *Bulletin Displays, LLC v. Regency Outdoor*
 24 *Adver., Inc.*, 448 F. Supp. 2d 1172, 1179 (C.D. Cal. 2006) (citations omitted). As with Rule
 25 12(b)(6) motions, “the complaint [must] be read liberally . . . all well-pleaded allegations [must]

26 _____
 27 ³⁰ If this Court finds that Resolute has failed to establish personal jurisdiction over GPI, limited
 28 jurisdictional discovery should be granted. *See Wells Fargo & Co. v. Wells Fargo*
Express Co., 556 F.2d 406, 430 n.24 (9th Cir. 1977).

1 be taken as true, and [] dismissal generally [must] be with leave to amend.” *Rogers v. Home*
 2 *Shopping Network, Inc.*, 57 F. Supp. 2d 973, 982 (C.D. Cal. 1999) (citations omitted).

3 As set forth herein, Plaintiffs have alleged all the requisite elements of the state law
 4 claims (Counts IV to IX), which is all that is required at the pleading stage. *See Bulletin*, 448 F.
 5 Supp. 2d at 1179. Accordingly, defendants’ motions to strike and recover attorneys’ fees should
 6 be denied in their entirety. *See Garcia v. Allstate Ins.*, 2012 WL 4210113, at *14 (E.D. Cal. Sept.
 7 18, 2012) (denying costs with respect to both first and second SLAPP motions because Ninth
 8 Circuit requires Plaintiffs be given an opportunity to amend their complaint, and thus grant of
 9 initial SLAPP motion was only a “technical” victory); *Masimo Corp. v. Mindray DS USA, Inc.*,
 10 2014 WL 12597114 (C.D. Cal. Jan. 2, 2014) (no fees were granted to defendant on initial motion
 11 to strike where plaintiffs re-pleaded successfully).

12 CONCLUSION

13 For the foregoing reasons, Defendants’ Motion to Dismiss and Strike the Amended
 14 Complaint should be denied in their entirety. To the extent the Court is inclined to grant
 15 defendants’ motions in whole or in part, any dismissal should be without prejudice and with
 16 leave to amend.³¹

17 Dated: March 27, 2018

18 KASOWITZ BENSON TORRES LLP

19 By: /s/ Lyn R. Agre

20 Lyn R. Agre
 21 Michael J. Bowe
 22 Lauren Tabaksblat

23 *Attorneys for Plaintiffs*

24 _____
 25 ³¹ The FRCP instruct that “[t]he court should freely give leave [to amend a pleading] when
 26 justice so requires.” Fed. R. Civ. P. 15(a); *see also Mai Ngoc Bui v. Ton Phi Nguyen*, -- Fed.
 27 Appx. --, 2017 WL 4653438, at *3 (9th Cir. Oct. 17, 2017) (In dismissing plaintiff’s complaint a
 28 second time, “[t]he district court abused its discretion by not allowing [plaintiff] at least one
 more attempt to amend her complaint” where “there may be additional facts and legal theories
 that could be incorporated into a Third Amended Complaint which, as required by the Federal
 rules, ‘[t]he court should freely give . . . when justice so requires.’”) (citation omitted).

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	Date	Author	Publication	Statements	Website	Complaint Reference
1.	8/21/2012	GP Canada (unknown)	Communication with Kimberly-Clark	Accusing Resolute of non-compliance with FSC standards	N/A	231, 406 (Table A at 151)
2.	Sep-12	Greenpeace (unknown)	Communication with Procter & Gamble	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	N/A	406 (Table A at 151)
3.	9/17/2012	Stephanie Goodwin (GP Canada), Todd Paglia (ForestEthics), Amanda Carr (Canopy)	Letter to Member Companies of the Forest Product Association of Canada	Resolute is engaging in "active logging and road building . . . In areas originally designated off limits within the CBFA, including . . . in the Quebec region under priority [thereby] fast-tracking the erosion of the legitimacy of the [CBFA.]"	N/A	224, D36
4.	9/18/2012	Stephanie Goodwin (GP Canada), Todd Paglia (ForestEthics), Amanda Carr (Canopy)	Email to Axel Springer	Transmitting Letter to Member Companies of the Forest Product Association of Canada	N/A	406 (Table A page 151)
5.	9/18/2012	Stephanie Goodwin (GP Canada), Todd Paglia (ForestEthics), Amanda Carr (Canopy)	Communication with Pearson	Transmitting Letter to Member Companies of the Forest Product Association of Canada	N/A	232
6.	9/18/2012	Stephanie Goodwin (GP Canada), Todd Paglia (ForestEthics), Amanda Carr (Canopy)	Communication with Hearst	Transmitting Letter to Member Companies of the Forest Product Association of Canada	N/A	232
7.	9/18/2012	Stephanie Goodwin (GP Canada), Todd Paglia (ForestEthics),	Communication with Procter & Gamble	Transmitting Letter to Member Companies of the Forest Product Association of Canada	N/A	232

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		Amanda Carr (Canopy)				
8.	9/26/2012	GP Canada	Call with Pearson	Accusing Resolute of violating the CBFA	N/A	406 (Table A at 152)
9.	Nov-12	Greenpeace (unknown)	Communication with Procter & Gamble	Accusing Resolute of non-compliance with FSC standards	N/A	406 (Table A page 152)
10.	Nov-12	Stephanie Goodwin (GP Canada), Todd Paglia (ForestEthics), Amanda Carr (Canopy)	Email to Rona	Transmitting Letter to Member Companies of the Forest Product Association of Canada		232, 406 (Table A page 152)
11.	11/29/2012	Canopy	Communication with Hearst	Accusing Resolute of logging in off limit areas in violation of the CBFA	N/A	406 (Table A page 152)
12.	12/3/2012	GP Canada	Communication with Pearson	Accusing Resolute of logging in off-limit areas in violation of the CBFA	N/A	406 (Table A page 152)
13.	12/6/2012	GP Canada (no author identified)	"Exposed: Resolute Forest Products Breaks Historic Environmental Agreement"	Five photographs with GPS coordinates purporting to depict "road building" or "bulldoz[ing]" within off-limits territory in violation of CBFA. Captions state: - Pin #1: New road built 20 km beyond the limits agreed to under the CBFA in Resolute Forest Products' managed area (FMU 25-51); - Pin #2: Recently built road 10 km beyond the limits agreed to under the CBFA in Resolute managed area (FMU 25-51); - Pin #3: Active road building in Resolute managed area in the extreme north of FMU; - Pin #4: Freshly bulldozed forest inside the Agreement's off-limit areas in FMU 24-41; and - Pin #5: Active road building in off-limits intact forest in FMU 24-51.	GP Canada	89-90

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14.	12/6/2012	GP Canada (no author identified), quoting Stephanie Goodwin (GP Canada)	"Exposed: Resolute Forest Products Breaks Historic Environmental Agreement"	When the biggest logging company in the Boreal Forest goes back on its word to stay out of critical habitat, it signals the [CBFA] has broken down. - Stephanie Goodwin	GP Canada	101
15.	12/6/2012	GP Canada (no author identified)	"Scandal in the Boreal Forest"	Claiming Resolute was operating "20 kilometres beyond the limits set by the [CBFA]" "in off-limits caribou habitat" and depicting forests "ravaged" by Resolute in violation of the CBFA.	GP Canada	94-100
16.	12/6/2012	GP Canada (no author identified, issued by public relations officer Holly Postlethwaite)	"Backgrounder: Resolute Forest Products violates Canadian Boreal Forest Agreement"	"On August 25th 2012, a Greenpeace team went to Resolute Forest Products' managed areas in the northern portion of the Lac St-Jean region in Quebec, known as the Montagnes Blanches. . . . Greenpeace investigators traveled over 1000 kilometres of forest roads in Resolute Forest Products' Forest Management Units (FMUs) 24-51, 25-51, and 27-51. Equipped with a GPS, the team documented roads and road building activity in off-limit areas in violation of the CBFA. In FMU 25-51 (pin 1 & 2 on the map in the photo evidence package), they documented more than 20 kilometers of new roads built in off-limit areas in the heart of pristine caribou habitat. In FMU 24-51 (pins 3; 4&5), three sites were documented in off-limit areas where logging for road building recently took place."	GP Canada	102
17.	12/6/2012	Nicolas Mainville (GP Canada)	Tweet	Tweeting link to Exposed Report accusing Resolute of building roads in off-limit areas in violation of the CBFA	Twitter	103
18.	12/6/2012	GP Canada	Communication with Sears	Transmitting "Backgrounder: Resolute Forest Products violates Canadian Boreal Forest Agreement"	N/A	409 (Table A at 152)
19.	12/7/2012	Rolf Skar (GP USA)	Email to Hearst	Resolute "violat[ed] the CBFA with newly built logging roads in an area off limits to logging under the CBFA in Quebec's endangered Montagnes Blanches Forest," attaching "evidence we collected" depicting "Resolute	N/A	103, 233, D35

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				Forest Product's violation of the Agreement" and "our letter to the CBFA steering Committee"		
20.	12/7/2012	GP Canada	Communication with Kimberly-Clark	Accusing Resolute of logging in violation of the CBFA	N/A	231, 409 (Table A at 152)
21.	12/11/2012	Bruce Cox (Director of GP Canada)	"It's Over Resolute Forest Products"	"A Greenpeace field investigation revealed newly build roads in off-limits areas in Quebec's endangered Montagnes Blanches forest, a forest managed by our CBFA partner Resolute Forest Products."	GP Canada	104
22.	12/14/2012	Stephanie Goodwin (GP Canada)	Letter to CBFA signatories	"This letter is to provide further clarity on Resolute Forest Products' logging activity in off-limits areas of the [CBFA] and the escalation that led to Greenpeace's departure from the CBFA."	N/A	108, 225
23.	12/14/2012	Stephanie Goodwin (GP Canada)	Letter to CBFA signatories	"Resolute Forest Products allowed road building in original CBFA Areas of Suspended Harvest despite active efforts by Greenpeace and other environmental organizations."	N/A	108, 225
24.	12/14/2012	GP Canada	Petition Site	Resolute is "violating the [CBFA] by approving logging roads in offlimit forest areas."	Petition Site	110
25.	Dec-12	GP Canada	Email to Procter & Gamble	Transmitting photographic and video "evidence" of Resolute violating the CBFA	N/A	240
26.	Dec-12	GP Canada	Email to Kimberly Clark	Transmitting photographic and video "evidence" of Resolute violating the CBFA	N/A	240
27.	1/16/2013	GP Canada	"Greenpeace Calls for a halt on logging in five key areas in the Boreal Forest"	"Greenpeace left the failed Canadian Boreal Forest Agreement after an investigation revealed Resolute forest products was responsible for logging in the Agreement's off-limit areas . . ." Hyperlinked to Exposed Report, photograph, and video.	GP Canada	111

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28.	1/16/2013	GP Canada: Catherine Grant, Nicholas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin Along with GP USA	"Boreal Alarm: A wake-up call for action in Canada's Endangered Forests" ("Boreal Alarm Report")	Resolute "recently began building roads in off-limits forest areas"	GP Canada	234
29.	1/16/2013	GP Canada: Catherine Grant, Nicholas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin Along with Brindis of GP USA	Boreal Alarm Report	"Encircled by clearcuts and encroached upon every year by roads and logging operations, the Montagnes Blanches Endangered Forest is at high risk. Companies like Resolute Forest Products . . . have plans to go deep into this wild area within the next year. Resolute has obtained FSC certification in this area in recent years. . . ." (including Greenpeace map of the "Montagnes Blanches" and falsely identifying the Dolbeau-Mistassini, Girardville, and Saint-Felicien mills as operating in the Montagnes Blanches)	GP Canada	213, D32
30.	1/16/2013	GP Canada: Catherine Grant, Nicholas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin Along with Brindis of GP USA	Boreal Alarm Report	Falsely associates Resolute's harvesting with the world's "rare and [] disappearing" "[l]arge undisturbed and intact landscapes" of which Canada "has nearly a quarter," and asserting that "[i]f threats to the Boreal Forest are not immediately addressed and this degradation continues, Canada will soon cease to be home to one of the most magnificent forest ranges in the world"	GP Canada	158 FN3

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31.	1/16/2013	GP Canada: Catherine Grant, Nicholas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin Along with Brindis of GP USA	Boreal Alarm Report	Falsely associating Resolute's activities in the Boreal Forest with the deforestation of "rainforests of the Amazon, Indonesia, Congo Basin and Canada's Great Bear Rainforest . . . [which] are increasingly rare and are disappearing at an alarming rate mainly because of logging, the expansion of road networks and other industrial development."	GP Canada	150 FN2
32.	1/17/2013	Nicholas Mainville (GP Canada)	"Resolute Forest Products fails to deliver on sustainability"	"Greenpeace revealed in its investigation that Resolute . . . has authorized logging and construction of roads in this off-limits forest . . ." Hyperlinked to Exposed Report, photographs, and video	GP Canada	112
33.	1/17/2013	Catherine Grant and Andisheh Bieki (GP Canada)	Email to Harlequin	"The Montagnes Blanches Endangered Forest in Quebec - this is the area where Resolute Forest Products was conducting logging activity in contravention of the Boreal Forest Agreement." (Attaching Boreal Alarm Report)	N/A	234, 406 (Table A, page 152), D31
34.	1/21/2013	GP Canada	Email to Sappi	Emailing Boreal Alarm Report	N/A	234, 406 (Table A, page 153)
35.	1/21/2013	Daniel Brindis (GP USA) and Catherine Grant (GP Canada)	Call with Hearst	Accusing Resolute of building roads in off limits areas in violation of the CBFA	N/A	233
36.	1/21/2013	Daniel Brindis (GP USA) and Catherine Grant (GP Canada)	Email to Hearst	Linking Boreal Alarm Report	N/A	113, 233, 406 (Table A, page 153), D28
37.	1/21/2013	Daniel Brindis (GP USA) and Catherine Grant (GP Canada)	Email to Hearst	"Here is our review of Resolute's counterclaims," linking GP Canada 1/17/2013 article "Resolute Forest Products fails to deliver on sustainability"	N/A	113, 406 (Table A, page 153)

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38.	1/22/2013	Cassady Craighill (GP USA)	"Greenpeace Calls for a halt on logging in five key areas in the Boreal Forest"	"Resolute Forest Products, a company recently exposed for logging in critical caribou habitat, is active in three of the five zones, including the the Montagnes Blanches and Trout Lake Caribou Forests." Linked to Exposed Report, photographs, and video	GP USA	113, B52
39.	1/22/2013	Catherine Grant and Andisheh Bieki (GP Canada)	Email to Lowes	"The Montagnes Blanches Endangered Forest in Quebec - this is the area where Resolute Forest Products was conducting logging activity in contravention of the Boreal Forest Agreement." (attaching Boreal Alarm Report)	N/A	234, 406 (Table A, page 153), D29
40.	1/22/2013	Catherine Grant and Andisheh Bieki (GP Canada)	Email to Unisource	Emailing Boreal Alarm Report	N/A	234, 406 (Table A, page 153)
41.	1/22/2013	Catherine Grant and Andisheh Bieki (GP Canada)	Email to Graphic Communications	"The Montagnes Blanches Endangered Forest in Quebec - this is the area where Resolute Forest Products was conducting logging activity in contravention of the Boreal Forest Agreement."	N/A	234, 406 (Table A, page 153)
42.	1/24/2013	Greenpeace (unknown)	Scholastic	Emailing Boreal Alarm Report	N/A	406 (Table A, page 153)
43.	1/28/2013	Greenpeace (unknown)	WAZ	Transmitting "Scandal in the Boreal Forest" video	N/A	406 (Table A, page 154)
44.	1/28/2013	Greenpeace (unknown)	Email to Axel Springer	Accusing Resolute of logging in violation of the CBFA	N/A	406 (Table A, page 153)
45.	Jan or Feb 2013	GP Canada and GP Germany	Email to UPM	Emailing Boreal Alarm Report	N/A	238
46.	2/13/2013	Greenpeace (unknown)	Email to Verso	Emailing Boreal Alarm Report	N/A	406 (Table A, page 153)
47.	2/15/2013	Greenpeace (unknown)	Communication with Bauer Publishing	Accusing Resolute of operating in the Montagnes Blanches, Broadback Valley	N/A	406 (Table A at 154)

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48.	3/28/2013	Catherine Grant (GP Canada) and Daniel Brindis (GP USA)	Letter to Verso	"[T]here are several Endangered Forests in Canada's Boreal Forest that are facing imminent risk and will be severely impacted if they are not conserved immediately. One of the primary forest products companies responsible for destructive logging and roadbuilding in three of these Endangered Forest areas may be supplying you. This company is Resolute Forest Products, formerly known as AbitibiBowater and Fibrek." (identifying Resolute mills located in Montagnes Blanches, Trout Lake-Caribou, and Broadback Valley)	N/A	125, 127, 236, B51
49.	3/28/2013	Catherine Grant (GP Canada) and Daniel Brindis (GP USA)	Letter to Verso	Resolute is "threatening the survival of woodland caribou herds, a species at risk that is supposed to be protected under Canadian federal and provincial laws."	N/A	236, B51
50.	3/28/2013	Catherine Grant (GP Canada) and Daniel Brindis (GP USA)	Letter to TC Transcontinental	"[T]here are several Endangered Forests in Canada's Boreal Forest that are facing imminent risk and will be severely impacted if they are not conserved immediately. One of the primary forest products companies responsible for destructive logging and roadbuilding in three of these Endangered Forest areas may be supplying you. This company is Resolute Forest Products, formerly known as AbitibiBowater and Fibrek." (identifying Resolute mills located in Montagnes Blanches, Trout Lake-Caribou, and Broadback Valley)	N/A	236, B50, D27
51.	3/28/2013	Catherine Grant (GP Canada) and Daniel Brindis (GP USA)	Letter to TC Transcontinental	Resolute is "threatening the survival of woodland caribou herds, a species at risk that is supposed to be protected under Canadian federal and provincial laws."	N/A	236, B50, D27

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52.	3/28/2013	Catherine Grant (GP Canada) and Daniel Brindis (GP USA)	Letter to Monadnock	"[T]here are several Endangered Forests in Canada's Boreal Forest that are facing imminent risk and will be severely impacted if they are not conserved immediately. One of the primary forest products companies responsible for destructive logging and roadbuilding in three of these Endangered Forest areas may be supplying you. This company is Resolute Forest Products, formerly known as AbitibiBowater and Fibrek." (identifying Resolute mills located in Montagnes Blanches, Trout Lake-Caribou, and Broadback Valley)	N/A	406 (Table A at 154)
53.	3/28/2013	Catherine Grant (GP Canada) and Daniel Brindis (GP USA)	Letter to Monadnock	Resolute is "threatening the survival of woodland caribou herds, a species at risk that is supposed to be protected under Canadian federal and provincial laws."	N/A	406 (Table A at 154)
54.	4/23/2013	Shane Moffatt (GP Canada)	Email to Unisource	Transmitting Boreal Alarm Report	N/A	406 (Table A at 154)
55.	5/14/2013	GP Canada: Richard Brooks, Shane Moffatt, Stephanie Goodwin, Nicolas Mainville, Holly Postlethwaite, Catherine Vezina	Resolute's False Promises: The [Un]sustainability Report 2013 (the "Unsustainability Report")	Falsely stating that Resolute was harvesting from the "last remaining intact areas in the Montagnes Blanches" which "overlap[] with some of the most valuable caribou habitat and carbon-dense forest left in the province"	GP Canada	158 FN3
56.	5/14/2013	GP Canada: Richard Brooks, Shane Moffatt, Stephanie Goodwin, Nicolas Mainville, Holly Postlethwaite, Catherine Vezina	Unsustainability Report	"Resolute talks up the 'vital role' protecting habitat plays in its operations while in fact the company is actively logging the remaining habitat of caribou herds that have been deemed to be not self-sustaining"	GP Canada	162 FN4

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57.	5/14/2013	GP Canada: Richard Brooks, Shane Moffatt, Stephanie Goodwin, Nicolas Mainville, Holly Postlethwaite, Catherine Vezina	Unsustainability Report	"Resolute operates in three of Canada's 'Endangered Forest' areas to source its 'sustainable' products. . . . In the northwest of Ontario, the carbon-rich Trout Lake-Caribou 'Endangered Forest' is prized for its intact caribou habitat and contains huge tracts of habitat crucial for the survival of the Brightsand herd." (including a map entitled "Trout Lake-Caribou Forest")	GP Canada	207
58.	5/14/2013	GP Canada: Richard Brooks, Shane Moffatt, Stephanie Goodwin, Nicolas Mainville, Holly Postlethwaite, Catherine Vezina	Unsustainability Report	"Resolute operates in three of Canada's 'Endangered Forest' areas to source its 'sustainable' products. . . . In the heart of Cree traditional territory lies one of the last remaining intact forests of northwest Quebec – the Broadback Valley 'Endangered Forest.'" (including a map entitled "Broadback Valley Forest," a photo of a road captioned "Logging road deep within the Broadback Valley 'Endangered Forest,'" and a photo of a caribou running across a road with the caption: "A woodland caribou runs across a road in the Broadback Valley 'Endangered Forest.' The iconic species is facing an uphill battle for survival in Resolute tenures.")	GP Canada	201
59.	5/14/2013	GP Canada: Richard Brooks, Shane Moffatt, Stephanie Goodwin, Nicolas Mainville, Holly Postlethwaite, Catherine Vezina	Unsustainability Report	"The Montagnes Blanches 'Endangered Forest' has amongst the highest density of woodland caribou in all of Quebec. Resolute's Alma mill is known to source from this pristine area." (Including map of the "Montagnes Blanches" and featuring images of Resolute's purported "logging in the Montagnes Blanches")	GP Canada	214

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60.	5/14/2013	GP Canada: Richard Brooks, Shane Moffatt, Stephanie Goodwin, Nicolas Mainville, Holly Postlethwaite, Catherine Vezina	Unsustainability Report	"Resolute claims its products come from sustainable and legal forestry operations. In reality, much of its pulp, paper and lumber is sourced from remote and ecologically valuable 'Endangered Forest' areas of the Boreal Forest."	GP Canada	D24
61.	5/14/2013	GP Canada: Richard Brooks, Shane Moffatt, Stephanie Goodwin, Nicolas Mainville, Holly Postlethwaite, Catherine Vezina	Unsustainability Report	Resolute is engaged in "[a]ctive logging in critical caribou habitat, conflicting the company's emphasis on protecting forest biodiversity and endangered species"	GP Canada	B49
62.	May-13	Greenpeace (unknown)	UPM	Transmitting Unsustainability Report	N/A	238
63.	5/15/2013	Greenpeace Canada	Buyer Beware, Resolute Forest Products' Sustainability Falls Flat, Report Reveals	Resolute had "disregard for First Nations' rights and logg[ed] in culturally valuable forests without their consent, contradicting Resolute's Aboriginal policies"	N/A	C33
64.	5/15/2013	GP Canada	Email to Procter & Gamble	Transmitting Unsustainability Report	N/A	240
65.	5/15/2013	Catherine Grant (GP Canada)	Email to Wausau Paper	"We are very concerned with [Resolute's] continued expansion of logging into remote areas of Endangered Forests in Ontario and Quebec" (attaching Unsustainability Report)	N/A	D5, 406 (Table A at 154)
66.	5/15/2013	Catherine Grant (GP Canada)	Email to Wausau Paper	"Active logging in critical caribou habitat, conflicting with [Resolute's] emphasis on protecting forest biodiversity and endangered species"	N/A	B10
67.	5/15/2013	Catherine Grant (GP Canada)	Email to Wausau Paper	Resolute has "[d]isregard for First Nations' rights and logging in culturally valuable forests without their consent, contradicting Resolute's Aboriginal policies"	N/A	C5

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68.	5/15/2013	Catherine Grant (GP Canada)	Email to Lowes	Transmitting Unsustainability report	N/A	241, 406 (Table A at 155)
69.	5/15/2016	Rolf Skar (GP USA)	Tweet	"New Report shows Canadian logging giant Resolute Forest Products cutting into endangered forests @GreenpeaceCA"	Twitter	D26
70.	5/16/2013	Shane Moffatt (GP Canada)	Tweet	"Dig a little deeper into [Resolute's] sustainability marketing and we see . . . struggling caribou herds . . ."	Twitter	B47, C30
71.	5/16/2013	Danies Brindis (GP Canada)	Email to ProBuild	Transmitting Unsustainability report	N/A	241, 406 (Table A at 155)
72.	May-13	Greenpeace	Email to UPM	Transmitting Unsustainability report	N/A	238
73.	5/21/2013	Richard Brooks (GP Canada)	"Resolute Forest Products' deceit leads to collapse of Boreal Agreement"	"Resolute has always been at the centre of the CBFA and we've known for months that their commitment to ending destructive logging in caribou habitat had ended."	GP Canada	B45
74.	5/21/2013	Stand	Tweet	"@ResoluteFP won't do anything close to what science warrants to protect our #forests and threatened #caribou.' #CSR"	Twitter	B46
75.	5/28/2013	Greenpeace	GP Presentation to LSA, YP, Dex Media and other North American directory publishers	Accusing Resolute of "[l]ogging in habitat of threatened caribou herds that are not self-sustaining"	N/A	B44
76.	5/28/2013	Greenpeace (unknown)	GP Presentation to LSA, YP, Dex Media and other North American directory publishers	Accusing Resolute of "[l]ogging without the consent of the Cree First Nation"	N/A	C29
77.	5/28/2013	Greenpeace (unknown)	GP Presentation to LSA, YP, Dex Media and other North American directory publishers	Accusing Resolute of having "[o]perations in Endangered Forest areas in Quebec"	N/A	D23
78.	5/31/2013	Greenpeace (unknown)	Correspondence with Unisource	Transmitting Unsustainability Report	N/A	406 (Table A at 155)
79.	6/14/2013	Richard Brooks (GP Canada)	Email to Hearst	"Resolute has operations or utilizes fibre harvested from forests that provide critical	N/A	B43

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				habitat for several caribou herds that are at a moderate or high risk of extirpation due to habitat loss"		
80.	6/14/2013	Richard Brooks (GP Canada)	Email to Hearst	"[Resolute] is unwilling to commit to scientifically defensible conservation plans that would give caribou a reasonable chance of survival."	N/A	B42
81.	6/14/2013	Richard Brooks (GP Canada)	Email to Hearst	"Resolute also has operations in First Nations territories yet does not have the consent of some of those First Nations to operate in these areas."	N/A	C28
82.	6/14/2013	Shane Moffat (GP Canada)	Email to Hearst	"[T]he Alma paper mill . . . sources from the Montagnes Blanches 'Endangered Forest,' home of some of the most imperiled caribou herds in the province."	N/A	D21
83.	6/14/2013	Shane Moffat (GP Canada)	Email to Hearst	"Resolute must stop logging in Endangered Forest Areas."	N/A	D22
84.	Jun-13	Greenpeace (unknown)	Call with Local Serach Association, Dex Media	Accusing Resolute of unsustainable operations in the Boreal Forest	N/A	406 (Table A at 155)
85.	Jun-13	Greenpeace (unknown)	Communication with Office Depot	Accusing Resolute of sourcing from the Montagnes Blanches, Broadback Valley, and Caribou-Trout Lake	N/A	406 (Table A at 155)
86.	8/27/2013	Daniel Brindis (GP USA)	Letter to Perfection Press	"Resolute has a long track record of unsustainable logging activities in Canada's Boreal Forest" (linking Unsustainability Report and Boreal Alarm Report)	N/A	241
87.	8/27/2013	Daniel Brindis (GP USA)	Letter to Perfection Press	"[Resolute's] operating practices threaten iconic wildlife species such as woodland caribou."	N/A	241, B40
88.	8/27/2013	Daniel Brindis (GP USA)	Letter to Perfection Press	"Resolute's . . . Alma, Quebec mill . . . is known to source from destructive logging operations in the Montagnes Blanches Endangered Forest. Many of these operations are in the last remaining intact forest areas of Quebec, overlapping with some of the most valuable caribou habitat and carbon-dense forest left."	N/A	241, B41

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89.	8/27/2013	Daniel Brindis (GP USA)	Letter to Perfection Press	"Resolute's . . . Alma mill . . . Is known to source from clearcuts in the Montagnes Blanches Endangered Forest."	N/A	D19
90.	8/27/2013	Daniel Brindis (GP USA)	Letter to Perfection Press	"Intact forest areas, like those found in the Montagnes Blanches, play a critical role in mitigating global climate change with their immense carbon reservoirs and sinks that capture carbon from the atmosphere for hundreds of years Resolute products (including its Ecopaque paper) sourced from the Montagnes Blanches and other Endangered Forest areas threaten the forest's ecological integrity, iconic species and community well-being"	N/A	A12, D20
91.	8/27/2013	Daniel Brindis (GP USA)	Letter to Perfection Press	Resolute "is involved in disputes with Indigenous communities where logging is occurring without their consent."	N/A	C27
92.	8/27/2013	Daniel Brindis (GP USA)	Letter to the F.P. Horak Company	"Resolute has a long track record of unsustainable logging activities in Canada's Boreal Forest" (linking Unsustainability Report and Boreal Alarm Report)	N/A	241
93.	8/27/2013	Daniel Brindis (GP USA)	Letter to the F.P. Horak Company	"[Resolute's] operating practices threaten iconic wildlife species such as woodland caribou."	N/A	241, B38
94.	8/27/2013	Daniel Brindis (GP USA)	Letter to the F.P. Horak Company	"Resolute's . . . Alma, Quebec mill . . . is known to source from destructive logging operations in the Montagnes Blanches Endangered Forest. Many of these operations are in the last remaining intact forest areas of Quebec, overlapping with some of the most valuable caribou habitat and carbon-dense forest left."	N/A	241, B39, D17

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95.	8/27/2013	Daniel Brindis (GP USA)	Letter to the F.P. Horak Company	"Intact forest areas, like those found in the Montagnes Blanches, play a critical role in mitigating global climate change with their immense carbon reservoirs and sinks that capture carbon from the atmosphere for hundreds of years Resolute products (including its Ecopaque paper) sourced from the Montagnes Blanches and other Endangered Forest areas threaten the forest's ecological integrity, iconic species and community well-being"	N/A	A11, D18
96.	8/27/2013	Daniel Brindis (GP USA)	Letter to the F.P. Horak Company	Resolute "is involved in disputes with Indigenous communities where logging is occurring without their consent."	N/A	C26
97.	9/4/2013	GP Canada	Communication with Pearson	Transmitting Boreal Alarm Report	N/A	409 (Table A at 157)
98.	9/12/2013	Daniel Brindis (GP USA)	Letter to Canon U.S.A., Inc.	"Resolute has a long track record of unsustainable logging activities in Canada's Boreal Forest" (linking Unsustainability Report and Boreal Alarm Report)	N/A	241
99.	9/12/2013	Daniel Brindis (GP USA)	Letter to Canon U.S.A., Inc.	"[Resolute's] operating practices threaten iconic wildlife species such as woodland caribou."	N/A	241, B36
100.	9/12/2013	Daniel Brindis (GP USA)	Letter to Canon U.S.A., Inc.	"Far from being environmentally responsible, Resolute's . . . Alma, Quebec mill . . . is known to source from destructive logging operations in the Montagnes Blanches Endangered Forest. Many of these operations are in the last remaining intact forest areas of Quebec, overlapping with some of the most valuable caribou habitat and carbon-dense forest left."	N/A	241, B37, D15
101.	9/12/2013	Daniel Brindis (GP USA)	Letter to Canon U.S.A., Inc.	"Intact forest areas, like those found in the Montagnes Blanches, play a critical role in mitigating global climate change with their immense carbon reservoirs and sinks that capture carbon from the atmosphere for hundreds of years Resolute products (including its Ecopaque paper) sourced from the	N/A	A10

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				Montagnes Blanches and other Endangered Forest areas threaten the forest's ecological integrity, iconic species and community well-being"		
102.	9/12/2013	Daniel Brindis (GP USA)	Letter to Canon U.S.A., Inc.	"We ask you to urge Resolute to suspend their operations in Endangered Forests like the Montagnes Blanches and work with Greenpeace and others to address the serious problems with their forestry operations that we have outlines."	N/A	D16
103.	9/12/2013	Daniel Brindis (GP USA)	Letter to Canon U.S.A., Inc.	Resolute "is involved in disputes with Indigenous communities where logging is occurring without their consent."	N/A	C25
104.	Oct-13	Greenpeace	Letter to Union Bank	Accusing Resolute of sourcing from the Montagnes Blanches	N/A	241
105.	10/10/2013	Nandikesh Sivalingam (GP India)	Letter to Eanadu	Resolute's "practices threaten wildlife at risk such as woodland caribou"	N/A	B38
106.	10/10/2013	Nandikesh Sivalingam (GP India)	Letter to Eanadu	"Unfortunately, Resolute Forest Products continues to source timber from and operate in several of these Endangered Forests."	N/A	D14
107.	11/21/2013	Oliver Salge (GP Germany)	Letter to ENPA	Resolute "has a record of unsustainable and irresponsible operations in Canada's Boreal Forest, one [of] the last remaining intact forest ecosystems on the planet"	N/A	158 FN3, 241
108.	11/21/2013	Oliver Salge (GP Germany)	Letter to ENPA	Resolute "operate[s] and source[s] timber . . . [from] the Montagnes Blanches Ancient Forest in the province of Quebec and the Trout Lake-Caribou Forest in the province of Ontario." (linking Unsustainability Report)	N/A	241, D13
109.	11/21/2013	Oliver Salge (GP Germany)	Letter to ENPA	Resolute's "practices threaten wildlife at risk such as woodland caribou"	N/A	B34
110.	11/21/2013	Oliver Salge (GP Germany)	Letter to ENPA	"Several of the areas in which the company operates and sources fiber are Ancient Forests of extraordinarily high conservation value."	N/A	D12
111.	12/3/2012	Greenpeace (unknown)	Call with UPM	Accusing Resolute of unsustainable operations in the Boreal Forest	N/A	406 (Table A at 157)

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112.	12/12/2013	GP Canada	"Canada's Largest Logging Company Resolute Loses Three Sustainability Certificates Proving Forests Mismanaged"	Misrepresenting that the termination and suspension of Resolute's FSC certificates corroborated Greenpeace's allegations of unsustainable and destructive practices	N/A	241
113.	12/12/2013	Shane Moffatt (GP Canada)	Email to Unisource	Transmitting "Canada's Largest Logging Company Resolute Loses Three Sustainability Certificates Proving Forests Mismanaged"	N/A	409 (Table A at 157)
114.	12/12/2013	Richard Brooks (GP Canada)	Email to Lowes	Transmitting "Canada's Largest Logging Company Resolute Loses Three Sustainability Certificates Proving Forests Mismanaged"	N/A	409 (Table A at 157)
115.	12/12/2013	Greenpeace (unknown)	Communication with Office Depot	Transmitting "Canada's Largest Logging Company Resolute Loses Three Sustainability Certificates Proving Forests Mismanaged"	N/A	409 (Table A at 157)
116.	12/12/2013	Grant Rosoman (GP Intl)	"FSC suspends three of Resolute's certificates"	Falsely representing that the suspension and termination of FSC certificated showed that Resolute had bad operations or otherwise unsustainable forestry practices	N/A	366
117.	12/16/2013	Daniel Brindis (GP USA)	"'Its [sic] Not Our Fault That We Lost Our Green Label' says logging giant Resolute"	"Resolute avoids taking responsibility for losing FSC certification for 8 million hectares of forest This week it was announced that [Resolute] lost 3 FSC certificates covering an area of 8 million hectares. . . . Rainforest Alliance, Resolutes auditor stepped up and suspended the certificates after investigating the companys operations and finding them lacking they simply do not meet the strict FSC standard. The companys operations are destroying woodland caribou habitat, old-growth areas are being degraded and the company hasnt obtained consent from at least one First Nation community, the Cree, for their logging. Those are very clear violations of the FSC standard."	GP USA	186 FN6
118.	Dec-13	GP Canada and GP Germany	Email to UPM	Misrepresenting that the termination and suspension of Resolute's FSC certificates "prov[es] forest mismanage[ment]."	N/A	238

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119.	Jan-14	Greenpeace (unidentified author)	"Resolute's FSC suspensions in Ontario and Quebec, and assessment failure in Ontario - January 2014 update"	Misrepresenting that the termination and suspension of Resolute's FSC certificates corroborated Greenpeace's allegations of unsustainable and destructive practices	GP Canada	237
120.	1/23/2014	Catherine Grant (GP Canada)	Email to Penguin	Transmitting GP Canada publication "Resolute's FSC suspensions in Ontario and Quebec, and assessment failure in Ontario - January 2014 update"	N/A	237
121.	1/9/2014	Joanna Kerr (GP Canada)	Letter to Seaman Paper	"[Resolute's] practices threaten wildlife at risk such as woodland caribou"	N/A	243, B53
122.	1/9/2014	Joanna Kerr (GP Canada)	Letter to Seaman Paper	Resolute is operating in "Endangered Forests of extraordinary high ecological value."	N/A	243, D33
123.	1/9/2014	Joanna Kerr (GP Canada)	Letter to Seaman Paper	Resolute "has a record of unsustainable operations in Canada's Boreal Forest with three of its [FSC] certificates having recently been suspended."	N/A	243
124.	1/9/2014	Joanna Kerr (GP Canada)	Letter to Seaman Paper	Associating Resolute with "forest degradation and destructive practices"	N/A	243
125.	1/9/2014	Joanna Kerr (GP Canada)	Letter to Seaman Paper	Resolute "operate[s] and source[s] timber . . . [from] the Montagnes Blanches Ancient Forest in the province of Quebec and the Trout Lake-Caribou Forest in the province of Ontario."	N/A	D34
126.	1/9/2014	Joanna Kerr (GP Canada)	Letter to Clearwater Paper	"[Resolute's] practices threaten wildlife at risk such as woodland caribou"	N/A	(Table A at 158)
127.	1/9/2014	Joanna Kerr (GP Canada)	Letter to Clearwater Paper	Resolute is operating in "Endangered Forests of extraordinary high ecological value."	N/A	(Table A at 158)
128.	1/9/2014	Joanna Kerr (GP Canada)	Letter to Clearwater Paper	Resolute "has a record of unsustainable operations in Canada's Boreal Forest with three of its [FSC] certificates having recently been suspended."	N/A	(Table A at 158)
129.	1/9/2014	Joanna Kerr (GP Canada)	Letter to Clearwater Paper	Associating Resolute with "forest degradation and destructive practices"	N/A	(Table A at 158)

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130.	1/9/2014	Joanna Kerr (GP Canada)	Letter to Clearwater Paper	Resolute "operate[s] and source[s] timber . . . [from] the Montagnes Blanches Ancient Forest in the province of Quebec and the Trout Lake-Caribou Forest in the province of Ontario."	N/A	(Table A at 158)
131.	1/23/2014	Greenpeace	Call with Boise Cascade	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	N/A	409 (Table A at 158)
132.	1/23/2014	Catharine Grant (GP Canada)	Email to Penguin Random House	Transmitting "Resolute's FSC suspensions in Ontario and Quebec, and assessment failure in Ontario - January 2014 update"	N/A	409 (Table A at 158)
133.	1/27/2014	Stephanie Goodwin (GP Canada)	Letter to Flambeau River Paper	"[Resolute's] practices threaten wildlife at risk such as woodland caribou"	N/A	243, B33
134.	1/27/2014	Stephanie Goodwin (GP Canada)	Letter to Flambeau River Paper	"Several of the areas in which the company operates are considered Endangered Forests of extraordinarily high ecological value. . . ."	N/A	243, D11
135.	1/27/2014	Stephanie Goodwin (GP Canada)	Letter to Flambeau River Paper	Resolute "has a record of unsustainable operations in Canada's Boreal Forest with three of its [FSC] certificates having recently been suspended."	N/A	243
136.	1/27/2014	Stephanie Goodwin (GP Canada)	Letter to Flambeau River Paper	Associating Resolute with "forest degradation and destructive practices"	N/A	243
137.	1/27/2014	Greenpeace (unknown)	Letter to John Wiley & Sons	Misrepresenting that the termination and suspension of Resolute's FSC certificates corroborated Greenpeace's allegations of unsustainable and destructive practices	N/A	409 (Table A at 158)
138.	Feb-14	Greenpeace	Communication with Best Buy	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	N/A	409 (Table A at 159)
139.	Feb-14	Greenpeace	Letter to Tribune Company	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	N/A	409 (Table A at 159)
140.	Feb-14	Richard Brooks (GP Canada)	Communication with Procter & Gamble	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	N/A	409 (Table A at 159)
141.	2/8/2014	Joanna Kerr (GP Canada)	Letter to Twin Rivers Paper	"[Resolute's] practices threaten wildlife at risk such as woodland caribou"	N/A	B32. B9
142.	2/8/2014	Joanna Kerr (GP Canada)	Letter to Twin Rivers Paper	"Several of the areas in which the company operates are considered Endangered Forests of extraordinarily high ecological value. . . ."	N/A	D9

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143.	2/8/2014	Joanna Kerr (GP Canada)	Letter to Twin Rivers Paper	"For several years we have been attempting to work constructively with Resolute to increase protection for the forests in which they operate and source timber - forests like the Montagnes Blanches Endangered Forest in Quebec and the Trout Lake-Caribou Endangered Forest in Ontario."	N/A	D10
144.	2/12/2014	Richard Brooks (GP Canada)	Website Publication: The Guardian Tree: Where art and the forest come together	"The Boreal Forest plays a critical role in mitigating global climate change and holds some of the highest quantities of terrestrial carbon in the world an estimated 208 billion tonnes! That is why when it comes to protecting Canada's forests we cannot be silent. Therefore, when a company like Resolute Forest Products (the largest logging company in Canada) puts the health of the Boreal Forest at risk with its destructive logging practices, Greenpeace calls for people to come together and help defend the forest"	GP Canada	A9
145.	Mar-14	Stephanie Goodwin (GP Canada)	Call with Pro Build	Accusing Resolute of operating in the Montagnes Blanches, Broadback Valley, and Trout Lake Caribou	N/A	406 (Table A at 159)
146.	Mar-14	Greenpeace Canada	Communication with UPM	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	N/A	406 (Table A at 159)
147.	Mar-14	Greenpeace USA (author unidentified)	Stand for Forests	Resolute is "put[ting] the health of the Boreal Forest at risk with its destructive logging practices"	N/A	295
148.	3/1/2014	GP Canada: Stephanie Goodwin, Richard Brooks, Catharine Grant, Shane Moffat, Eduardo Sousa, Nicolas Mainville	"Forest Solutions: An insider's look at Greenpeace collaborations in forest regions around the world"	"Resolute operates in and sources from some of Canada's last remaining 'Endangered Forests' including the spectacular Montagnes Blanches and 'Endangered Forests' in Quebec and the Trout Lake-Caribou 'Endangered Forest' in Ontario. The two areas contain the habitat of threatened caribou herds"	GP Canada GP Intl	B31, 366

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149.	3/8/2014	GP Canada	Tweet	"Canada's largest logging co. @resolutefp calls @GreenpeaceCA 'outrageous' What's destroying the last habitat of caribou? #StandforForests"	Twitter	B30
150.	3/18/2014	GP Canada	Mount Royal Cross Transformed Into Scales Of Justice: Greenpeace Protests The Reckless Destruction Of Canada's Boreal Forest	"In January, due to these types of destructive practices, Resolute lost three of its [FSC] certificates, covering an area 127 times larger than the city of Toronto."	GP Canada	186 FN6
151.	3/18/2014	GP Canada	Mount Royal Cross Transformed Into Scales Of Justice: Greenpeace Protests The Reckless Destruction Of Canada's Boreal Forest	"In both Quebec and Ontario, despite scientific recommendations, [Resolute] uses trees from the habitat of threatened woodland caribou herds."	GP Canada	B29
152.	3/18/2014	GP Canada	Mount Royal Cross Transformed Into Scales Of Justice: Greenpeace Protests The Reckless Destruction Of Canada's Boreal Forest	"In the Montagnes Blanches 'Endangered Forest' in Quebec, Resolute is operating in First Nations' traditional territory without consent."	GP Canada	C23, D8
153.	3/19/2014	Catherine Grant (GP Canada)	Email to Wausau Paper	Attaching 3/18/2014 GP Canada "Mount Royal Cross Transformed" article	N/A	B27, B28, C21, C22, 406 (Table A at 159)
154.	4/3/2014	Hilde Stroot (Greenpeace Nederland) and Oliver Salge (Greenpeace Germany)	Letter to Wegener Media	Accusing Resolute of unsustainable operations in the Canadian Boreal forest, threatening woodland caribou, disputes with First Nations, operating in the Montagnes Blanches, and FSC failings	N/A	406 (Table A at 159)
155.	4/4/2014	Stephanie Goodwin (GP Canada)	Letter to Flambeau River Paper	Enclosing GP Canada "Forest Solutions: An insider's look at Greenpeace collaborations in forest regions around the world" accusing Resolute of logging in the Montagnes Blanches containing threatened caribou herds	N/A	D7, 406 (Table A at 160)

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156.	4/14/2014	Richard Brooks (GP Canada)	Email to Kruger	Emailing GP Canada "Forest Solutions: An insider's look at Greenpeace collaborations in forest regions around the world" accusing Resolute of logging in the Montagnes Blanches containing threatened caribou herds	N/A	B26, 406 (Table A at 160)
157.	4/24/2014	Greenpeace	Communication with Loblaw	Misrepresenting that the termination and suspension of Resolute's FSC certificates corroborated Greenpeace's allegations of unsustainable and destructive practices	N/A	406 (Table A at 160)
158.	4/29/2014	Amy Moas (GP USA)	"Exposed: 3M Sourcing From Forest Destruction"	Associates Resolute's activities with the "rampant deforestation" occurring in Indonesia, Brazil, and Uruguay, among other highly destructive rainforest and other forestry.	GP USA	150 FN2
159.	4/29/2014	Amy Moas (GP USA)	"Exposed: 3M Sourcing From Forest Destruction"	ForestEthics and Greenpeace "demand that 3M immediately stops sourcing [products] from forest destroyers" like Resolute and instead source only from "responsible sources"	GP USA	247
160.	4/29/2014	Amy Moas (GP USA)	"Exposed: 3M Sourcing From Forest Destruction"	"[L]ogging is the single greatest threat to caribou survival" and Resolute "is pushing woodland caribou to the brink of extinction."	GP USA	247, 405
161.	5/13/2014	Greenpeace (unknown)	Correspondence with Scholastic	Transmitting GP Intl "FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights in Canada"	N/A	406 (Table A at 160)
162.	5/20/2014	Greenpeace (unknown)	Correspondence with Scholastic	Transmitting GP Intl "FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights in Canada"	N/A	406 (Table A at 160)
163.	5/20/2014	Amy Moas (GP USA), working with GP Canada	Email to Midland Paper	Resolute is one of the "most destructive paper producers in the world" and linking to GP Canada's "Resolute: Forest Destroyer" campaign page.	N/A	244
164.	5/21/2014	Todd Paglia (ForestEthics)	Interview with Globe and Mail	"Getting environmentalists and logging companies to come to an agreement is not easy. We feel like Resolute is the bad apple, and that the rest of the bushel is in very good shape."	N/A	227

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165.	5/22/2014	Stephanie Goodwin (GP Canada)	Email to Quad Graphics	Misrepresenting that the termination and suspension of Resolute's FSC certificates corroborated Greenpeace's allegations of unsustainable and destructive practices	N/A	406 (Table A at 161)
166.	5/28/2014	GP International (author unidentified)	"FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights in Canada"	Resolute's "FMUs 24-51, 25-51, and 27-51 overlap with this Endangered Forest" (including Greenpeace map of Montagnes Blanches)	GP Intl	215
167.	5/28/2014	GP International (author unidentified)	"FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights in Canada"	Resolute's "logging operations are central to the fate of the Montagnes Blanches Endangered Forest."	GP Intl	215
168.	5/28/2014	GP International (author unidentified)	"FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights in Canada"	"Caribou are in dramatic decline due to industrial pressure across Canada's Boreal Forest, and yet Resolute continues to log in and source wood from some of the intact forests caribou rely on."	GP Intl	162, B25
169.	5/28/2014	GP International (author unidentified)	"FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights in Canada"	"Resolute's management and logging activities have been found to fragment and degrade intact forest areas of the region that woodland caribou rely on for their survival"	GP Intl	B23
170.	5/28/2014	GP International (author unidentified)	"FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And	"The threatened woodland caribou . . . are in decline across Canada as resource extraction severely disrupts their remaining habitat. . . . Three caribou herds whose ranges overlap with Resolute's Montagnes Blanches operations are	GP Intl	B24

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			Indigenous Rights in Canada"	unlikely to survive beyond 50 years due to continuing habitat destruction."		
171.	5/28/2014	GP International (author unidentified)	"FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights in Canada"	"In Canada, caribou have lost approximately 50% of their range in the last 100 years."	GP Intl	162
172.	5/28/2014	GP International (author unidentified)	"FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights in Canada"	"Three caribou herds whose ranges overlap with Resolute's Montagnes Blanches operations are unlikely to survive beyond 50 years due to continuing habitat destruction."	GP Intl	166
173.	7/15/2014	John Sauven (GP UK)	Email to the Guardian	"Several of the areas in which the company operates are considered Endangered Forests of extraordinarily high ecological value."	N/A	D6
174.	7/15/2014	John Sauven (GP UK)	Email to the Guardian	"The company has a record of unsustainable and irresponsible operations in Canada's Boreal Forest, with logging practices threatening wildlife at risk such as the woodland caribou"	N/A	B22, 406 (Table A at 161)
175.	Aug-14	Richard Brooks (GP Canada)	Correspondence with Home Depot	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	N/A	272
176.	9/17/2014	Richard Brooks (GP Canada)	Tweet	"@CheriseBurda @willhorter sad that #clean50 rep tarnished by @resolutefp inclusion. Disrespect First Nations, sure auditors, lose #fsc."	Twitter	C20
177.	9/23/2014	Shane Moffatt (GP Canada)	Letter to Flambeau River Paper	Transmitting Boreal Alarm Report	N/A	406 (Table A at 161)

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178.	9/25/2014	Richard Brooks (GP Canada)	Tweet	"Atikamekw: no logging on land w/o approval, cite Canada largest logging company @resolutefp http://fw.to/ixsWKWd #IdleNoMore #environment"	Twitter	C19
179.	11/26/2014	Shane Moffatt (GP Canada) and Amy Moas (GP USA)	"Better Buying in the Boreal Forest"	"Resolute is an outlier in the Canadian forest sector responsible for significant degradation of the boreal, destruction of endangered species habitat and disputes with Indigenous communities."	GP Canada	250, C17
180.	11/26/2014	Shane Moffatt (GP Canada), in collaboration with Amy Moas (GP USA)	"Better Buying in the Boreal Forest"	Resolute "will not do the minimum that science says is necessary to protect our forests" (quoting CPAWS)	GP Canada	250
181.	11/26/2014	Shane Moffatt (GP Canada), in collaboration with Amy Moas (GP USA)	"Better Buying in the Boreal Forest"	Resolute is "not meeting commitments to ensure caribou survive" (quoting Forest Ethics)	GP Canada	250
182.	11/26/2014	Shane Moffatt (GP Canada), in collaboration with Amy Moas (GP USA)	"Better Buying in the Boreal Forest"	Suspended sustainable forestry certificates, conflict with First Nations, imperiled woodland caribou . . . have defined Resolute in recent years.	GP Canada	B21
183.	11/26/2014	Shane Moffatt (GP Canada), in collaboration with Amy Moas (GP USA)	"Better Buying in the Boreal Forest"	"By purchasing from Resolute without clear sustainability expectations, BEST BUY risks using priceless caribou habitat or fibre sourced without First Nations consent to make flyers and junk mail that quickly end up in the trash."	GP Canada	251, B21, C18
184.	11/26/2014	Shane Moffatt (GP Canada), in collaboration with Amy Moas (GP USA)	"Better Buying in the Boreal Forest"	"Best Buy is even sourcing this paper from controversial logging company Resolute Forest Products which is responsible for the destruction of vast swathes of Canadas Boreal Forest, degrading critical caribou habitat and logging without the consent of impacted First Nations."	GP USA	B20

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185.	11/26/2014	Amy Moas (GP USA)	"Best Buy is Wasting Ancient Forests, One Flyer At A Time"	"Best Buy is even sourcing this paper from controversial logging company Resolute Forest Products which is responsible for the destruction of vast swathes of Canadas Boreal Forest, degrading critical caribou habitat and logging without the consent of impacted First Nations."	GP USA	144, 252, B19, C15
186.	11/26/2014	Shane Moffatt (GP Canada)	"Help Best Buy get out of ancient forests"	"Best Buy is even sourcing this paper from controversial logging company Resolute Forest Products which is responsible for the destruction of vast swathes of Canadas Boreal Forest, degrading critical caribou habitat and logging without the consent of impacted First Nations."	GP USA	C16
187.	11/26/2014	GP Canada	"Electronics giant Best Buy wasting Boreal Forest one flyer at a time: Greenpeace Report"	"Best Buy is sourcing this paper from controversial logging company Resolute Forest Products, who operates without the consent of impacted First Nations and to the detriment of critical caribou habitat, a threatened species in Canada."	GP Canada	B18, C14
188.	12/1/2014	Aspa Tzaras (GP Canada)	Email to Volunteers	"By sourcing vast amounts of paper from the Boreal and Resolute, Best Buy risks trashing ancient forests for throw-away flyers. This is bad news for our climate, bad news for creatures that live in the Boreal like the woodland caribou, and bad news for the health and diversity of Canada's ancient forests. . . . Write a false product review on Best Buy's website. Be creative and make sure to weave in the campaign issues"	N/A	257
189.	12/16/2014	Richard Brooks (GP Canada)	Tweet	"Q:Which company is having one of the largest impacts on caribou herds featured in @cpaws report? A: Resolute"	Twitter	B17
190.	12/22/2014	Joanna Kerr (GP Canada)	Website Publication: Who's Been Naughty And Who's Been Nice To The Planet This Year	"Without action to curb unsustainable practices like Resolute's, Canada is on the road to worsening climate change and betraying the amazing biodiversity we hold in trust for the world."	GP Canada	145 FN1, A8

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191.	1/25/2015	Nicolas Mainville (GP Canada)	Tweet	"Thanks @gccra @billnama. Resolute's violation of free prior consent under #FSC has been recognized by #ASI, what would now be the solution?"	Twitter	C13
192.	2/2/2015	Pat Venditti (GP UK)	Letter to Northern & Shell	"Resolute is involved in forest destruction and degradation in some of the most ecologically and culturally important areas of Canada's Boreal Forest." (attaching Better Buying in the Boreal report)	N/A	245
193.	2/2/2015	Pat Venditti (GP UK)	Letter to Northern & Shell	Resolute engages in "unsustainable forestry practices which threaten endangered species such as woodland caribou"	N/A	245, B16
194.	2/2/2015	Pat Venditti (GP UK)	Letter to Northern & Shell	Resolute d is "unwilling to do the 'minimum amount' required by science to conserve this species"	N/A	245
195.	2/2/2015	Pat Venditti (GP UK)	Letter to Northern & Shell	"The company represents a controversial, high risk source for forest products, including newsprint. This is evidenced by the termination of two of Resolute's [FSC] certificates, with an additional two FSC certificates being suspended due to serious shortcoming related to Indigenous Peoples' rights, old growth forest protection, endangered species (caribou) conservation and a lack of shareholder support for operations."	N/A	245
196.	2/2/2015	Pat Venditti (GP UK)	Letter to Northern & Shell	"[T]he company is embroiled in disputes with a number of Indigenous (First Nations) communities, where logging is occurring on their traditional territories without the requisite free, prior and informed consent necessary under FSC standards and international human rights law."	N/A	245, C11
197.	2/2/2015	Pat Venditti (GP UK)	Letter to Trinity Mirror PLC	"Resolute is involved in forest destruction and degradation in some of the most ecologically and culturally important areas of Canada's Boreal Forest." (attaching Better Buying in the Boreal report)	N/A	245

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198.	2/2/2015	Pat Venditti (GP UK)	Letter to Trinity Mirror PLC	Resolute engages in "unsustainable forestry practices which threaten endangered species such as woodland caribou"	N/A	245, B16
199.	2/2/2015	Pat Venditti (GP UK)	Letter to Trinity Mirror PLC	Resolute is "unwilling to do the 'minimum amount' required by science to conserve this species"	N/A	245
200.	2/2/2015	Pat Venditti (GP UK)	Letter to Trinity Mirror PLC	"The company represents a controversial, high risk source for forest products, including newsprint. This is evidenced by the termination of two of Resolute's [FSC] certificates, with an additional two FSC certificates being suspended due to serious shortcoming related to Indigenous Peoples' rights, old growth forest protection, endangered species (caribou) conservation and a lack of shareholder support for operations."	N/A	245
201.	2/2/2015	Pat Venditti (GP UK)	Letter to Trinity Mirror PLC	"[T]he company is embroiled in disputes with a number of Indigenous (First Nations) communities, where logging is occurring on their traditional territories without the requisite free, prior and informed consent necessary under FSC standards and international human rights law."	N/A	245, C12
202.	2/2/2015	Pat Venditti (GP UK)	Letter to DMG Media	"Resolute is involved in forest destruction and degradation in some of the most ecologically and culturally important areas of Canada's Boreal Forest." (attaching Better Buying in the Boreal report)	N/A	245, B14, B15, B16,
203.	2/2/2015	Pat Venditti (GP UK)	Letter to DMG Media	Resolute engages in "unsustainable forestry practices which threaten endangered species such as woodland caribou"	N/A	245, B14
204.	2/2/2015	Pat Venditti (GP UK)	Letter to DMG Media	Resolute is "unwilling to do the 'minimum amount' required by science to conserve this species"	N/A	245,

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205.	2/2/2015	Pat Venditti (GP UK)	Letter to DMG Media	"The company represents a controversial, high risk source for forest products, including newsprint. This is evidenced by the termination of two of Resolute's [FSC] certificates, with an additional two FSC certificates being suspended due to serious shortcoming related to Indigenous Peoples' rights, old growth forest protection, endangered species (caribou) conservation and a lack of shareholder support for operations."	N/A	245, B14, B15, B16,
206.	2/2/2015	Pat Venditti (GP UK)	Letter to DMG Media	"[T]he company is embroiled in disputes with a number of Indigenous (First Nations) communities, where logging is occurring on their traditional territories without the requisite free, prior and informed consent necessary under FSC standards and international human rights law."	N/A	245, C10
207.	2/2/2015	Pat Venditti (GP UK)	Letter to News U.K.	"Resolute is involved in forest destruction and degradation in some of the most ecologically and culturally important areas of Canada's Boreal Forest." (attaching Better Buying in the Boreal report)	N/A	245, B14, B15, B16, C10, C11, C12
208.	2/2/2015	Pat Venditti (GP UK)	Letter to News U.K.	Resolute engages in "unsustainable forestry practices which threaten endangered species such as woodland caribou" and is "unwilling to do the 'minimum amount' required by science to conserve this species"	N/A	245, B14, B15, B16, C10, C11, C12
209.	2/2/2015	Pat Venditti (GP UK)	Letter to News U.K.	"The company represents a controversial, high risk source for forest products, including newsprint. This is evidenced by the termination of two of Resolute's [FSC] certificates, with an additional two FSC certificates being suspended due to serious shortcoming related to Indigenous Peoples' rights, old growth forest protection, endangered species (caribou) conservation and a lack of shareholder support for operations."	N/A	245, B14, B15, B16, C10, C11, C12

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210.	2/2/2015	Pat Venditti (GP UK)	Letter to News U.K.	"[T]he company is embroiled in disputes with a number of Indigenous (First Nations) communities, where logging is occurring on their traditional territories without the requisite free, prior and informed consent necessary under FSC standards and international human rights law."	N/A	245, B14, B15, B16, C10, C11, C12
211.	2/2/2015	Greenpeace (unknown)	Letter to Bed Bath & Beyond	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	N/A	406 (Table A at 162)
212.	Feb-15	Greenpeace (unknown)	Letter to Express Newspapers	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	N/A	406 (Table A at 161)
213.	Feb-15	Greenpeace (unknown)	Letter to News International	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	N/A	406 (Table A at 161)
214.	2/26/2015	Shane Moffat (GP Canada), working with Amy Moas (GP USA)	Email to Midland Paper	Resolute had FSC "certificate suspensions/terminations" due to "shortcomings in the company's operations on-the-ground (e.g. old growth forests, caribou conservation and Indigenous Peoples' rights)" (linking Better Buying in the Boreal Forest report)	N/A	244, 406 (Table A at 163)
215.	2/26/2015	Shane Moffat (GP Canada), working with Amy Moas (GP USA)	Email to Midland Paper	"Greenpeace International has launched a petition urging Resolute CEO Richard Garneau to collaborate with Greenpeace to address these publically documented shortcomings, which are of enormous global significance. As you are aware, the Boreal Forest is a vast carbon storehouse"	N/A	A7
216.	3/5/2015	Rolf Skar (GP USA)	Good News for Forests!	"In addition, 3M has notified controversial logging giant Resolute Forest Products that it will need to comply with its new sourcing standards or lose business. Among other things, Resolute will have to show that it is not degrading High Conservation Value Forests or endangered caribou habitat, and that it has resolved conflicts with indigenous First Nations in Canada."	GP Intl	C9

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217.	3/30/2015	Daniel Brindis (GP USA)	Email to Quad Graphics	"Resolute represents a controversial, high risk source for forest products, including paper and lumber. The company is involved in forest destruction and degradation in some of the most ecologically and culturally important areas of Canada's Boreal Forest."	N/A	260
218.	3/30/2015	Daniel Brindis (GP USA)	Email to Quad Graphics	"Until Resolute demonstrates a willingness to collaborate and address its unsustainable operations for the benefit of the long term health of these forest and communities that depend on them, we suggest that customers should closely consider these issues when assessing contracts with Resolute and alternative, sustainable suppliers."	N/A	260
219.	3/30/2015	Daniel Brindis (GP USA)	Email to Quad Graphics	"This past year, and virtually unheard in the forestry certification world, two of Resolute's FSC certificates have been terminated and an additional two certificates have been suspended due to serious shortcomings related to Indigenous Peoples' rights, old growth forest protections, endangered species (caribou) conservation and lack of stakeholder support for operations."	N/A	260, B13, C8
220.	4/11/2015	GP USA	Email to Rite Aid	Emailing presentation accusing Resolute of destruction of the Boreal Forest	N/A	262, 406 (Table A at 163)
221.	4/15/2015	Daniel Brindis (GP USA)	Website Publication: Rite Aid Making the Wrong Choice for Ancient Forests	"Resolute is logging in the last undisturbed ancient forests in Quebec and Ontario, some of which is threatened Woodland Caribou habitat."	GP USA	263, 158 FN3, B12
222.	4/15/2015	Daniel Brindis (GP USA)	Website Publication: Rite Aid Making the Wrong Choice for Ancient Forests	"In addition, [Resolute] also has ongoing conflicts with Indigenous First Nations."	GP USA	263, C7

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223.	4/15/2015	Daniel Brindis (GP USA)	Website Publication: Rite Aid Making the Wrong Choice for Ancient Forests	Attached mock-ups of Rite Aid circulars which falsely implied that Resolute was committing the following destructive practices: (i) "Caribou Herd Death Spiral – Destroy One Destroy Another One Free!"; (ii) Logging on Indigenous Peoples Land Without Consent"; (iii) "Destroying Endangered Forests – Destroy One Destroy Another One Free!"; and (iv) "Buzzcutting Bird Breeding Grounds."	GP USA	264, 158 FN3
224.	4/17/2015	Daniel Brindis (GP USA)	"How Rite-Aid And Other Customers of Boreal Forest Products Can Support Real Solutions"	"Resolutes March 2015 US Security and Exchange Commission 10-k Filings said that its prior FSC commitment is no longer realistic or appropriate."	GP USA	265
225.	5/13/2015	Richard George (GP UK)	Letter to News Media UK	"Resolute is simply not meeting public expectations as far as intact forests, endangered species and Indigenous Peoples' rights are concerned."	N/A	C6, 406 (Table A at 163)
226.	6/1/2015	Richard Brooks (GP Canada)	"What Did 10,000 Tweets Say To Resolute Forest Products"	"We came to encourage Resolute to act to save woodland caribou from extinction as a result, in part, of Resolute's operations."	GP USA	162 FN4
227.	6/1/2015	Richard Brooks (GP Canada)	"What Did 10,000 Tweets Say To Resolute Forest Products"	"We came to lend our voice to Indigenous First Nations community leaders who are demanding that Resolute respect their rights and desires for protection for their traditional territories."	GP USA	174 FN5
228.	6/10/2015	Richard Brooks (GP Canada)	Email to Peter Politis, Mayor of Town of Cochrane	"We are concerned about the sustainability of [Resolute's] forestry operations and their impact on the ecological health of our public forests We are concerned that caribou habitat is being negatively impacted by this company's operations and they seem unwilling to do anything about other than rile up communities and threaten organizations with lawsuits. We are concerned that the company has troubling relationships with some (not all) First Nations communities. And we are concerned that the company is laying off thousands of workers,	N/A	291-92

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				while other companies like Domtar and Canfor are increasing their workforces."		
229.	6/29/2015	Amy Moas (GP USA)	"US Pharmacy Giant Making the Wrong Choice for the Boreal Forest"	"For years, Resolute has been needlessly destroying critical habitat of the endangered woodland caribou . . ."	GP Canada	162 FN4
230.	6/29/2015	GP USA (author unidentified)	Website Publication: Boreal Forests	"[Resolute's] operations threaten iconic species such as the woodland caribou."	GP USA	B1
231.	6/29/2015	GP USA (author unidentified)	Website Publication: Boreal Forests	"Resolute is also involved in disputes with First Nations communities where logging is occurring without their consent, and the company has courted controversy with its impact on local communities and labor disputes."	GP USA	C1
232.	7/21/2015	Amy Moas (GP USA)	Website Publication: Rite Aid: Still Making The Wrong Choice For Forests	"Resolute Forest Products, a company that is logging in some of the last ancient forests in Canada still undisturbed by industrial development. This type of logging threatens wildlife like the woodland caribou . . ."	GP USA	B9
233.	7/21/2015	Amy Moas (GP USA)	Website Publication: Rite Aid: Still Making The Wrong Choice For Forests	"[Resolute Forest Products] is currently bad news for the largest remaining intact forest in North America, the Boreal. And that means bad news for the climate. . ."	GP USA	145 FN1, A5
234.	7/21/2015	Amy Moas (GP USA)	Website Publication: Rite Aid: Still Making The Wrong Choice For Forests	"At times, Resolute has even ignored the rights of First Nations communities that have inhabited the Boreal for countless generations and who are decision-makers in their territories."	GP USA	174 FN5
235.	7/21/2015	Amy Moas (GP USA)	Website Publication: US Pharmacy Giant Rite Aid is Destroying Canada's Boreal Forest	Resolute's "logging is also jeopardizing one of Earth's largest carbon sinks and putting our global climate at risk."	GP Canada	145 FN1, A6
236.	7/21/2015	Amy Moas (GP USA)	Website Publication: US Pharmacy Giant Rite Aid is Destroying Canada's Boreal Forest	"At times, Resolute has even ignored the rights of First Nations communities that have inhabited the Boreal for countless generations and who are decision-makers in their territories."	GP Canada	174 FN5

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237.	7/27/2015	Amy Moas (GP USA)	Website Publication: Why Forests Are Critical For Public Health	“[T]he health of forests around the world - and with them the health of billions of people - is in jeopardy. The Canadian Boreal forest, for example, is one of the largest reservoirs of carbon in the world [b]ut it is under threat from unsustainable logging. One company in particular, Resolute Forest Products, is threatening the future of the Boreal forest and the wildlife that rely on it to thrive.”	GP USA GP Canada	144-46, 145 FN1, A4
238.	7/29/2015	Amy Moas (GP USA)	Website Publication: US pharmacy giant making wrong choice for the Boreal Forest	“[T]he Boreal is the world's largest carbon absorbing ecosystem, purifying the air you breathe and keeping the climate stable. . . . But in Canada, one force is cutting out the heart of the forest: destructive logging. A major player in this forest destruction is Resolute Forest Products”	GP Intl	145 FN1, A3
239.	8/10/2015	Christiane Mazzetti (GP Brazil)	Email to Grupo Folha (Computer Translation)	“[The] unsustainable forest management practices of Resolute, [] jeopardize endangered animals like certain species of reindeer listed on the Canadian Species at Risk Act.” (linking Better Buying in the Boreal report)	N/A	B8
240.	8/10/2015	Christiane Mazzetti (GP Brazil)	Email to Grupo Folha (Computer Translation)	“[Resolute] is engaged in clashes with a number of indigenous communities due to logging carried out in the territories of these people without having been properly conducted prior consultation, free and informed, as required by the standards of the FSC.”	N/A	C4
241.	8/14/2015	Joanna Kerr (GP Canada)	"Collaboration Is The Key To Sustainability In Canada's Boreal Forest"	“woodland caribou herd overlapping Resolute-managed Caribou Forest is experiencing excessive disturbance of its habitat”	GP Canada GP USA	162 FN4

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242.	8/14/2015	Joanna Kerr (GP Canada)	"Collaboration Is The Key To Sustainability In Canada's Boreal Forest"	"Over the past year, [Resolute] has seen the [FSC] terminate or suspend its responsible forestry certificates, covering an enormous 8.7 million hectares of Canada's Boreal Forest. Shortcoming in the company's environmental performance documented by the FSC include impact on woodland caribou habitat and old growth forest, failure to protect high conservation values and lack of support from stakeholders for its operations."	GP Canada GP USA	186 FN6
243.	10/12/2015	Amy Moas (GP USA)	"Maker of Post-It Notes Lives Up To Promise, Begins to Eliminate Destructive Logger from Supply Chain"	Resolute "is degrading endangered forests, including the habitat of endangered wildlife, like the Woodland caribou."	GP USA	162 FN4
244.	10/12/2015	Shane Moffat (GP Canada)	"Maker of Post-It Notes Lives Up To Promise, Begins to Eliminate Destructive Logger from Supply Chain"	Resolute "is destroying Endangered Forests that overlap the traditional territory of First Nations communities and which include critical habitat for endangered woodland caribou."	GP Canada	162 FN4
245.	1/7/2016	Amy Moas (GP USA)	"Resolute Forest Products: Key Risks and Concerns for Investors"	"In addition to abandoning its 80% FSC certification commitment, Resolute had an unprecedented four of its FSC certificates covering more than 8.7 million hectares of Canada's Boreal Forest either suspended (one in Quebec, one in Ontario) or terminated (one in Quebec, one in Ontario) in 2014 and most of 2015 for major non-compliances with FSC criteria. These included overharvesting, inadequate protection for woodland caribou habitat and old-growth and high conservation value forests, and failure to uphold Principle 3: Indigenous People's Rights."	GP USA	186 FN6

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246.	Feb-16	GP Canada (author unidentified)	Endangered Forests in the Balance: The impact of logging reaches new heights in the Montagnes Blanches Endangered Forests	“[I]n the ongoing absence of science-based conservation measures, products sourced from this area risk accelerating the decline of the threatened woodland caribou.”	GP Canada GP USA GP Intl	B7
247.	Feb-16	GP Canada (author unidentified)	Endangered Forests in the Balance: The impact of logging reaches new heights in the Montagnes Blanches Endangered Forests	Resolute's "logging operations are central to the fate of the Montagnes Blanches Endangered Forests." (including Greenpeace map of the "Montagnes Blanches")	GP Canada GP USA GP Intl	276, D4
248.	Feb-16	GP Canada (author unidentified)	Endangered Forests in the Balance: The impact of logging reaches new heights in the Montagnes Blanches Endangered Forests	Between 2000 and 2013, “nearly 50% of the Intact Forest Landscapes in the Montagne Blanches Endangered Forest have been lost or degraded.”	GP Canada GP USA GP Intl	216, 276
249.	Feb-16	GP Canada (author unidentified)	Endangered Forests in the Balance: The impact of logging reaches new heights in the Montagnes Blanches Endangered Forests	“[B]etween 2000 and 2013, logging, road building, and other industrial development led to a loss of nearly half of the intact forest cover in the Montagnes Blanches endangered Forest. This means that more than 1.05 million hectares of IFLs have been logged or fragmented over the course of 13 years. Analysis of the four main FMUs overlapping the Montagnes Blanches, where most wood volumes are allocated (FMUs 24-51, 24-52, 25-51, and 27-51), reveals an even greater amount of intact forest has been degraded, totalling more than 1.2 million hectares (3 million acres), equivalent to ten times the area of new York city.”	GP Canada GP USA GP Intl	216, D4
250.	Feb-16	GP Canada (author unidentified)	Endangered Forests in the Balance: The impact of logging reaches new heights in the Montagnes	“To eliminate controversy and regain the trust of the marketplace, customers should expect [Resolute] to . . . Ensure Free, Prior and Informed Consent of Indigenous Peoples and respect of Indigenous Rights and Title for any	GP Canada GP USA GP Intl	174 FN5

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			Blanches Endangered Forests	activities on First Nations territories overlapping the Montagnes Blanches Endangered Forest."		
251.	Feb-16	GP Canada (author unidentified)	Endangered Forests in the Balance: The impact of logging reaches new heights in the Montagnes Blanches Endangered Forests	"Canada leads the world in loss of intact forests, with 21% of intact forest loss worldwide between 2000 and 2013 occurring in Canada."	GP USA	274-75
252.	Feb-16	GP Canada (author unidentified)	Endangered Forests in the Balance: The impact of logging reaches new heights in the Montagnes Blanches Endangered Forests	"Until recently, Resolute held FSC certificates for logging operations in serval of the [FMUs] overlapping with the Montagnes Blanches (FMUs 24-51, 25-51, 27-51 overlap with this Endangered Forest). Unfortunately, independent auditors found that within 6 million hectares covered by two FSC certificates, Resolute failed to meet many of the elements of the FSC National Boreal Standard. These non-compliances led to the suspension of one certificate (called the Lac St-Jean certificate) and the suspension and eventually the termination of another (the Mistissini-Peribonka certificate). The auditors noted shortcomings in regards to woodland caribou habitat protection, the maintenance in regards of old-growth area and high conservation value forests, and disputes with Indigenous Peoples, amongst others."	GP USA	277
253.	Feb-16	GP Canada, along with GP USA	"Certification Update: Montagnes Blanches Endangered Forest"	"The [FSC] certificate for Resolute's Lac St. Jean tenures [FMUs] 22-51, and 25-51[] remain suspended due to failure to conserve the threatened woodland caribou, protect old growth forests, concerve intact forest landscapes and maintain indigenous rights. . . . Resolute's Mistassini-Peribonka FSC certificate for FMUs 24-51 and 25-51 covering more than 2.4 million hectares has been permanently terminated."	GP USA	186 FN6, 278

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254.	3/23/2016	Amy Moas (GP USA)	Letter to McGraw Hill	"The Montagnes Blanches Endangered Forest has been in the public spotlight for some time because of the ongoing loss of intact forests and decline of the endangered woodland caribou. . . . The Montagnes Blanches is a critical battleground for the health of the Boreal forest because of the operations of one company in particular, Resolute Forest Products." Attaching "Montagnes Blanches Endangered Forest" report	N/A	279, 406 (Table A n. 164)
255.	3/23/2016	Amy Moas (GP USA)	Letter to McGraw Hill	"It is important to note that it is not just in Quebec that Resolute is logging unsustainably. The map below shows degradation of intact forests between 2000 and 2013 in forests managed by Resolute in Ontario. Over this short time period, 7% of the intact forests in these areas have been lost. By continuing to manage this area without science-based conservation measures, Resolute is actively contributing to the loss of intact forests and woodland caribou habitat."	N/A	279
256.	3/23/2016	Amy Moas (GP USA)	Letter to McGraw Hill	"By continuing to manage this area without science-based conservation measures, Resolute is actively contributing to the loss of intact forests and woodland caribou habitat."	N/A	B6
257.	Mar-16	Amy Moas (GP USA)	Letter to News Corp	Transmitting "Endangered Forests in the Balance" and "Certification Update: Montagnes Blanches Endangered Forest"	N/A	279
258.	Mar-16	Amy Moas (GP USA)	Letter to Workman Publishing	Transmitting "Endangered Forests in the Balance" and "Certification Update: Montagnes Blanches Endangered Forest"	N/A	279

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259.	4/19/2016	Amy Moas (GP USA), working with Richard Brooks (GP Canada)	Email to Midland Paper	"The Montagnes Blanches is a key battleground for the health of the Boreal forest because of the operations of one company in particular, Resolute Forest Products." (Attaching 2/2016 "Endangered Forests in the Balance" and "Montagnes Blanches Endangered Forests" reports)	N/A	280, D3
260.	4/19/2016	Amy Moas (GP USA), working with Richard Brooks (GP Canada)	Email to Midland Paper	"[T]he Montagnes Blanches has been in the public spotlight for some time because of the ongoing loss of intact forests and decline of the endangered woodland caribou."	N/A	B5
261.	Apr-16	Amy Moas (GP USA)	Letter to Penguin Random House	Transmitting "Endangered Forests in the Balance" and "Certification Update: Montagnes Blanches Endangered Forest"	N/A	279
262.	12/16/2016	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Macmillan Publishers and Holtzbrinck Publishing Group	"In the forests in which Resolute sources fiber . . . herds of caribou have been found to be experiencing levels of disturbance too high for their long term health and survival, as outlined by Canada's Department of the Environment. In particular, in the Montagnes Blanches Forest in Quebec, there are three caribou herds, and in the Caribou Forest in Ontario there is an additional herd where habitat disturbance, including some from Resolute's operations, is jeopardizing their survival."	N/A	304, 360, 369, B4
263.	12/16/2016	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Hachette Livre and Hachette Book Group	"In the forests in which Resolute sources fiber . . . herds of caribou have been found to be experiencing levels of disturbance too high for their long term health and survival, as outlined by Canada's Department of the Environment. In particular, in the Montagnes Blanches Forest in Quebec, there are three caribou herds, and in the Caribou Forest in Ontario there is an additional herd where habitat disturbance, including some from Resolute's operations, is jeopardizing their survival."	N/A	304, 360, 369, B4

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264.	12/16/2016	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Penguin Random House	"In the forests in which Resolute sources fiber . . . herds of caribou have been found to be experiencing levels of disturbance too high for their long term health and survival, as outlined by Canada's Department of the Environment. In particular, in the Montagnes Blanches Forest in Quebec, there are three caribou herds, and in the Caribou Forest in Ontario there is an additional herd where habitat disturbance, including some from Resolute's operations, is jeopardizing their survival."	N/A	304, 360, 369, B4
265.	12/16/2016	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Scholastic	"In the forests in which Resolute sources fiber . . . herds of caribou have been found to be experiencing levels of disturbance too high for their long term health and survival, as outlined by Canada's Department of the Environment. In particular, in the Montagnes Blanches Forest in Quebec, there are three caribou herds, and in the Caribou Forest in Ontario there is an additional herd where habitat disturbance, including some from Resolute's operations, is jeopardizing their survival."	N/A	304, 360, 369, B4
266.	12/16/2016	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Macmillan Publishers and Holtzbrinck Publishing Group	"In the last few years Resolute has had four of its FSC certificates either terminated or suspended when independent auditors found environmental nonconformances; including in some instances, harm to old growth forests. Auditors also found Indigenous rights nonconformances in two of these forests."	N/A	304, 365, C3
267.	12/16/2016	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Hachette Livre and Hachette Book Group	"In the last few years Resolute has had four of its FSC certificates either terminated or suspended when independent auditors found environmental nonconformances; including in some instances, harm to old growth forests. Auditors also found Indigenous rights nonconformances in two of these forests."	N/A	304, 365, C3

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268.	12/16/2016	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Penguin Random House	"In the last few years Resolute has had four of its FSC certificates either terminated or suspended when independent auditors found environmental nonconformances; including in some instances, harm to old growth forests. Auditors also found Indigenous rights nonconformances in two of these forests."	N/A	304, 365, C3
269.	12/16/2016	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Scholastic	"In the last few years Resolute has had four of its FSC certificates either terminated or suspended when independent auditors found environmental nonconformances; including in some instances, harm to old growth forests. Auditors also found Indigenous rights nonconformances in two of these forests."	N/A	304, 365, C3
270.	12/16/2016	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Macmillan Publishers and Holtzbrinck Publishing Group	In several forest areas that Resolute sources fiber from in Quebec, and from two forest areas from which Resolute manages and sources fiber in Ontario, some Intact Forest Landscapes (IFLs) have been greatly degraded and thus have lost the unique characteristics that define them as IFLs. (linking Endangered Forests in the Balance report)	N/A	304, 365, C3
271.	12/16/2016	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Hachette Livre and Hachette Book Group	In several forest areas that Resolute sources fiber from in Quebec, and from two forest areas from which Resolute manages and sources fiber in Ontario, some Intact Forest Landscapes (IFLs) have been greatly degraded and thus have lost the unique characteristics that define them as IFLs. (linking Endangered Forests in the Balance report)	N/A	304, 365, C3
272.	12/16/2016	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Penguin Random House	In several forest areas that Resolute sources fiber from in Quebec, and from two forest areas from which Resolute manages and sources fiber in Ontario, some Intact Forest Landscapes (IFLs) have been greatly degraded and thus have lost the unique characteristics that define them	N/A	304, 365, C3

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				as IFLs. (linking Endangered Forests in the Balance report)		
273.	12/16/2016	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Scholastic	In several forest areas that Resolute sources fiber from in Quebec, and from two forest areas from which Resolute manages and sources fiber in Ontario, some Intact Forest Landscapes (IFLs) have been greatly degraded and thus have lost the unique characteristics that define them as IFLs. (linking Endangered Forests in the Balance report)	N/A	304, 365, C3
274.	Feb-17	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to Harper Collins U.K.	Accusing Resolute of harvesting from the Montagnes Blanches and threatening woodland caribou and intact forest landscape	N/A	307
275.	Feb-17	Amy Moas (GP USA) and Shane Moffat (GP Canada)	Letter to News Corp	Accusing Resolute of harvesting from the Montagnes Blanches and threatening woodland caribou and intact forest landscape	N/A	307
276.	May-17	Amy Moas (GP USA)	Publication: “Clearcutting Free Speech: How Resolute Forest Products is going to extremes to silence critics of its controversial logging practices”	“[F]orests undisturbed by industrial development are more resilient in the face of climate change . . . than degraded forests. . . . Resolute is actively logging in and/or sourcing from some of the last large intact areas of this managed forest.”	GP USA GP Canada GP Intl	158, A2

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277.	May-17	Amy Moas (GP USA)	Publication: “Clearcutting Free Speech: How Resolute Forest Products is going to extremes to silence critics of its controversial logging practices”	“[E]ach time Resolute logs in intact forests and woodland caribou habitat, it is further jeopardizing the species’ chances of survival.” “The science is very clear: Resolute is harming a threatened species’ chances of survival by undermining the forest’s ability to support healthy and self-sustaining caribou populations. . . . Suggestions to the contrary are simply uninformed.”	GP USA GP Canada GP Intl	B3
278.	May-17	Amy Moas (GP USA)	Publication: “Clearcutting Free Speech: How Resolute Forest Products is going to extremes to silence critics of its controversial logging practices”	“Resolute failed to follow best practices and meet Indigenous Peoples’ rights requirements for FSC forest certification.	GP USA GP Canada GP Intl	C2
279.	May-17	Amy Moas (GP USA)	Publication: “Clearcutting Free Speech: How Resolute Forest Products is going to extremes to silence critics of its controversial logging practices”	“Resolute has acquired three harvest blocks through auction sales inside the Montagnes Blanches All three sites have been logged”	GP USA GP Canada GP Intl	D2
280.	May-17	Amy Moas (GP USA)	Publication: “Clearcutting Free Speech: How Resolute Forest Products is going to extremes to silence critics of its controversial logging practices”	Resolute is “destroying key areas” of “Canada’s boreal forest, [with] some of the last large expanses of undisturbed natural forest,” associating such loss with deforestation in Russia.	GP USA GP Canada GP Intl	150 FN2

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281.	May-17	Amy Moas (GP USA)	Publication: "Clearcutting Free Speech: How Resolute Forest Products is going to extremes to silence critics of its controversial logging practices"	Falsely associates Resolute's harvesting with the loss of "Canada's remaining large intact areas of undisturbed forest."	GP USA GP Canada GP Intl	158 FN3
282.	May-17	Amy Moas (GP USA)	Publication: "Clearcutting Free Speech: How Resolute Forest Products is going to extremes to silence critics of its controversial logging practices"	"The best available data shows that eight of the caribou herd ranges that overlap with Resolute's operations in Ontario and Quebec have less than the government identified minimum of undisturbed habitat."	GP USA GP Canada GP Intl	170, 369
283.	May-17	Amy Moas (GP USA)	Publication: "Clearcutting Free Speech: How Resolute Forest Products is going to extremes to silence critics of its controversial logging practices"	Falsely claimed that Resolute is "abandoning sustainability" and its commitment to FSC, citing to terminations of limited FSC certificates and the fact that some of Resolute's forests are certified by independent third parties other than FSC.	GP USA GP Canada GP Intl	219
284.	5/17/2017	Jamie Woolley (GP UK)	Email to Wooden Books	"Mile by mile, Resolute is destroying some of Canada's most vibrant, ancient forests."	N/A	307
285.	Jun-17	Amy Moas (GP USA)	Appearance at Book Expo Convention in NY	Distributed "Clearcutting Free Speech" report	N/A	311, A1, B2, D1
286.	Jun-17	Rolf Skar (GP USA)	Appearance at Book Expo Convention in NY	Distributed "Clearcutting Free Speech" report	N/A	311, A1, B2, D1
287.	Jun-17	Daniel Brindis (GP USA)	Appearance at Book Expo Convention in NY	Distributed "Clearcutting Free Speech" report	N/A	311, A1, B2, D1
288.	Jun-17	Kat Clark (GP USA)	Letters to Authors	Resolute "has harmed ancient forests, jeopardized the habitat of endangered species, and violated Indigenous People's rights in the Canadian Boreal forest."	N/A	315

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289.	6/19/2017	Amy Moas (GP USA)	What happened when we demanded that publishers hear the voices of 500,000 of you	"This logging company is controversial to say the least. It logs in intact forests and threatened species' habitat. It has lost environmental certification from the [FSC] on more than 6 million hectares of forestland."	GP Intl	316
290.	Approx 7/2017	Greenpeace USA	Email to MacMillan	"Resolute Forest Products, one of the largest logging companies in North America, is destroying key areas of this magnificent forest and has abandoned sustainable forestry efforts"	N/A	317
291.	8/3/2017	Amy Moas (GP USA)	11 People with Extraordinary Power Over the Future of One Threatened Species	"Four of the largest global book publishers have all made promises to their readers to only use environmentally friendly paper when making your favorite books. However, these companies are also actively associated with Resolute Forest Products' destructive operations by buying substantial quantities of paper from the controversial logger. . . . These publishers have a choice -- keep their heads in the sand or roll up their sleeves and work with both Resolute and government officials to ensure everyone is doing everything possible to safeguard Woodland Caribou. Ultimately it comes down to whether or not publishers will keep their promises to their readers that their books are sustainable and not harming magnificent forests and threatened species."	GP USA	318
292.	8/3/2017	Amy Moas (GP USA)	11 People with Extraordinary Power Over the Future of One Threatened Species	"Garneau has overseen the destruction of thousands of hectares of Intact Forest Landscapes within the forests [Resolute] manage in Ontario alone. And Eight of the 10 herds of caribou present within Resolut's operations have experienced more disturbance to their habitat than government scientists consider viable for the caribou's survival."	GP USA	369

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293.	undated	GP Canada (no author identified)	Website Publication: "Resolute Forest Destroyer"	"Resolute manages large areas of Boreal Forest, operating in the Montagne Blanches and Broadback Valley endangered forests in Quebec . . . has been clearcutting, authorizing and building roads into previously intact wilderness for years The Cree in the Broadback Valley have demanded that companies such as Resolute, respect a moratorium on development after years of facing the negative impacts of logging on their traplines and forests."	GP Canada	202
294.	undated	GP Canada (no author identified)	Website Publication: "Resolute Forest Destroyer"	"In Northwestern Ontario, Resolute manages vast lands in the Trout Lake-Caribou Endangered Forest"	GP Canada	207
295.	undated	GP Canada (no author identified)	Website Publication: "Resolute Forest Destroyer"	Resolute is responsible for the "destruction of vast areas of Canada's magnificent Boreal forest"	GP Canada	144
296.	undated	Enterprise (unknown)	Video	Images purporting to reflect Resolute's harvesting in the Broadback, but is actually footage of insect devastation on the North Shore of Quebec	Unknown	203

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	Date	Author	Publication	Statement	Complaint Reference	Actual Malice	Category
1.	1/16/2013	Catherine Grant (GP Canada)	Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin Along with Brindis of GP USA	“Encircled by clearcuts and encroached upon every year by roads and logging operations, the Montagnes Blanches Endangered Forest is at high risk. Companies like Resolute Forest Products have plans to go deep into this wild area within the next year. Resolute has obtained FSC certification in this area in recent years. . . .” (including Greenpeace map of the "Montagnes Blanches" and falsely identifying the Dolbeau-Mistassini, Girardville, and Saint-Felicien mills among others as operating in the Montagnes Blanches)	213, D32	Grant had actual knowledge of the falsity of her statement that Resolute was operating in the Montagnes Blanches because she knew the true borders of the actual Montagnes Blanches region as universally understood and historically delineated by Quebec were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not logging in the true Montagnes Blanches region. Moreover, Grant's actual malice is demonstrated by her direct role in unilaterally expanding these borders to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches for this report. (¶¶ 212-16.)	Montagnes Blanches
2.	1/16/2013	Catherine Grant (GP Canada)	Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin	Associates Resolute’s harvesting with the world’s “rare and [] disappearing” “[l]arge undisturbed and intact landscapes” of which Canada “has nearly a quarter,” and asserting that “[i]f threats to the Boreal Forest are not immediately addressed and this	158 FN3	Grant had actual knowledge of the falsity of her statement that Resolute's harvesting threatened the last intact forest landscapes in Canada because she knew, by virtue of her expertise and work on the CBFA, that 85% of intact forest landscape in Ontario and Quebec is off-limits to	Intact Forest Landscape

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			Along with Brindis of GP USA	degradation continues, Canada will soon cease to be home to one of the most magnificent forest ranges in the world”		forestry by law and is in no danger of being harvested by any company, let alone Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. (¶¶ 334, 337.)	
3.	1/16/2013	Catherine Grant (GP Canada)	Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin Along with Brindis of GP USA	Associating Resolute’s activities in the Boreal Forest with the deforestation of “rainforests of the Amazon, Indonesia, Congo Basin . . . [which] are increasingly rare and are disappearing at an alarming rate mainly because of logging, the expansion of road networks and other industrial development.”	150 FN2	Grant had actual knowledge of the falsity of her statement that Resolute's harvesting cause deforestation of the Canadian boreal forest on scale with Amazon, Indonesia, and the Congo basin whose forests are "disappearing" because she knew, by virtue of her expertise and work on the CBFA, that there is virtually no permanent loss of the boreal forest acreage annually, and each area that Resolute harvests is promptly and successfully regenerated naturally or by seeding and planting. (¶ 146.)	Forest Loss

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4.	1/16/2013	Stephanie Goodwin (GP Canada)	Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin Along with Brindis of GP USA	“Encircled by clearcuts and encroached upon every year by roads and logging operations, the Montagnes Blanches Endangered Forest is at high risk. Companies like Resolute Forest Products have plans to go deep into this wild area within the next year. Resolute has obtained FSC certification in this area in recent years. . . .” (including Greenpeace map of the "Montagnes Blanches" and falsely identifying the Dolbeau-Mistassini, Girardville, and Saint-Felicien mills among others as operating in the Montagnes Blanches)	213, D32	Goodwin had actual knowledge of the falsity of her statement that Resolute was operating in the Montagnes Blanches because she knew the true borders of the actual Montagnes Blanches region as universally understood and historically delineated by Quebec were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not logging in the true Montagnes Blanches region. Moreover, Goodwin's actual malice is demonstrated by her direct role in unilaterally expanding these borders to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches for this report. (¶¶ 212-16.)	Montagnes Blanches
5.	1/16/2013	Stephanie Goodwin (GP Canada)	Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin Along with Brindis of GP USA	Associates Resolute’s harvesting with the world’s “rare and [] disappearing” “[l]arge undisturbed and intact landscapes” of which Canada “has nearly a quarter,” and asserting that “[i]f threats to the Boreal Forest are not immediately addressed and this degradation continues, Canada will soon cease to be home to one of the most	158 FN3	Goodwin had actual knowledge of the falsity of her statement that Resolute's harvesting threatened the last intact forest landscapes in Canada because she knew, by virtue of her expertise and work on the CBFA, that 85% of intact forest landscape in Ontario and Quebec is off-limits to forestry by law and is in no danger of being harvested by any company, let	Intact Forest Landscape

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				magnificent forest ranges in the world”		alone Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. (¶¶ 334, 337.)	
6.	1/16/2013	Stephanie Goodwin (GP Canada)	Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin Along with Brindis of GP USA	Associating Resolute’s activities in the Boreal Forest with the deforestation of “rainforests of the Amazon, Indonesia, Congo Basin . . . [which] are increasingly rare and are disappearing at an alarming rate mainly because of logging, the expansion of road networks and other industrial development.”	150 FN2	Goodwin had actual knowledge of the falsity of her statement that Resolute's harvesting cause deforestation of the Canadian boreal forest on scale with Amazon, Indonesia, and the Congo basin whose forests are "disappearing" because she knew, by virtue of her expertise and work on the CBFA, that there is virtually no permanent loss of the boreal forest acreage annually, and each area that Resolute harvests is promptly and successfully regenerated naturally or by seeding and planting. (¶ 146.)	Forest Loss

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7.	1/16/2013	Shane Moffat (GP Canada)	<p>Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin</p> <p>Along with Brindis of GP USA</p>	<p>“Encircled by clearcuts and encroached upon every year by roads and logging operations, the Montagnes Blanches Endangered Forest is at high risk. Companies like Resolute Forest Products . . . have plans to go deep into this wild area within the next year. Resolute has obtained FSC certification in this area in recent years. . . .” (including Greenpeace map of the "Montagnes Blanches" and falsely identifying the Dolbeau-Mistassini, Girardville, and Saint-Felicien mills among others as operating in the Montagnes Blanches)</p>	213, D32	<p>Moffatt had actual knowledge of the falsity of their statement that Resolute was operating in the Montagnes Blanches because he knew the true borders of the actual Montagnes Blanches region as universally understood and historically delineated by Quebec were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not logging in the true Montagnes Blanches region. Moreover, Moffatt's actual malice is demonstrated by his direct role in unilaterally expanding these borders to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches for this report. (¶¶ 212-16.)</p>	Montagnes Blanches
8.	1/16/2013	Shane Moffat (GP Canada)	<p>Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin</p> <p>Along with Brindis of GP USA</p>	<p>Associates Resolute’s harvesting with the world’s “rare and [] disappearing” “[l]arge undisturbed and intact landscapes” of which Canada “has nearly a quarter,” and asserting that “[i]f threats to the Boreal Forest are not immediately addressed and this degradation continues, Canada will soon cease to be home to one of the most</p>	158 FN3	<p>Moffatt had actual knowledge of the falsity of his statement that Resolute's harvesting threatened the last intact forest landscapes in Canada because he knew, by virtue of his expertise and work on the CBFA, that 85% of intact forest landscape in Ontario and Quebec is off-limits to forestry by law and is in no danger of being harvested by any company, let alone</p>	Intact Forest Landscape

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				magnificent forest ranges in the world”		Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. (¶¶ 334, 337.)	
9.	1/16/2013	Shane Moffat (GP Canada)	Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin Along with Brindis of GP USA	Associating Resolute’s activities in the Boreal Forest with the deforestation of “rainforests of the Amazon, Indonesia, Congo Basin . . . [which] are increasingly rare and are disappearing at an alarming rate mainly because of logging, the expansion of road networks and other industrial development.”	150 FN2	Moffatt had actual knowledge of the falsity of his statement that Resolute's harvesting cause deforestation of the Canadian boreal forest on scale with Amazon, Indonesia, and the Congo basin whose forests are "disappearing" because he knew, by virtue of his expertise and work on the CBFA, that there is virtually no permanent loss of the boreal forest acreage annually, and each area that Resolute harvests is promptly and successfully regenerated naturally or by seeding and planting. (¶ 146.)	Forest Loss

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10.	1/16/2013	Richard Brooks (GP Canada)	<p>Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin</p> <p>Along with Brindis of GP USA</p>	<p>“Encircled by clearcuts and encroached upon every year by roads and logging operations, the Montagnes Blanches Endangered Forest is at high risk. Companies like Resolute Forest Products . . . have plans to go deep into this wild area within the next year. Resolute has obtained FSC certification in this area in recent years. . . .” (including Greenpeace map of the "Montagnes Blanches" and falsely identifying the Dolbeau-Mistassini, Girardville, and Saint-Felicien mills among others as operating in the Montagnes Blanches)</p>	213, D32	<p>Brooks had actual knowledge of the falsity of his statement that Resolute was operating in the Montagnes Blanches because he knew the true borders of the actual Montagnes Blanches region as universally understood and historically delineated by Quebec were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not logging in the true Montagnes Blanches region. Moreover, Brooks' actual malice is demonstrated by his direct role in unilaterally expanding these borders to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches for this report. (¶¶ 212-16.)</p>	Montagnes Blanches
11.	1/16/2013	Richard Brooks (GP Canada)	<p>Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin</p> <p>Along with Brindis of GP USA</p>	<p>Associates Resolute’s harvesting with the world’s “rare and [] disappearing” “[l]arge undisturbed and intact landscapes” of which Canada “has nearly a quarter,” and asserting that “[i]f threats to the Boreal Forest are not immediately addressed and this degradation continues, Canada will soon cease to be home to one of the most</p>	158 FN3	<p>Brooks had actual knowledge of the falsity of his statement that Resolute's harvesting threatened the last intact forest landscapes in Canada because he knew, by virtue of his expertise and work on the CBFA, that 85% of intact forest landscape in Ontario and Quebec is off-limits to forestry by law and is in no danger of being harvested by any company, let alone</p>	Intact Forest Landscape

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				magnificent forest ranges in the world”		Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. (¶¶ 334, 337.)	
12.	1/16/2013	Richard Brooks (GP Canada)	Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin Along with Brindis of GP USA	Associating Resolute’s activities in the Boreal Forest with the deforestation of “rainforests of the Amazon, Indonesia, Congo Basin . . . [which] are increasingly rare and are disappearing at an alarming rate mainly because of logging, the expansion of road networks and other industrial development.”	150 FN2	Brooks had actual knowledge of the falsity of his statement that Resolute's harvesting cause deforestation of the Canadian boreal forest on scale with Amazon, Indonesia, and the Congo basin whose forests are "disappearing" because he knew, by virtue of his expertise and work on the CBFA, that there is virtually no permanent loss of the boreal forest acreage annually, and each area that Resolute harvests is promptly and successfully regenerated naturally or by seeding and planting. (¶ 146.)	Forest Loss

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13.	1/16/2013	Daniel Brindis (GP USA)	<p>Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin</p> <p>Along with Brindis of GP USA</p>	<p>“Encircled by clearcuts and encroached upon every year by roads and logging operations, the Montagnes Blanches Endangered Forest is at high risk. Companies like Resolute Forest Products . . . have plans to go deep into this wild area within the next year. Resolute has obtained FSC certification in this area in recent years. . . .” (including Greenpeace map of the "Montagnes Blanches" and falsely identifying the Dolbeau-Mistassini, Girardville, and Saint-Felicien mills among others as operating in the Montagnes Blanches)</p>	213, D32	<p>Brindis had actual knowledge of the falsity of his statement that Resolute was operating in the Montagnes Blanches because by virtue of his expertise, he knew the true borders of the actual Montagnes Blanches region as universally understood and historically delineated by Quebec were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not logging in the true Montagnes Blanches region. Moreover, Brindis's actual malice is demonstrated by his direct role in unilaterally expanding these borders to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches for this report. (¶¶ 212-16.)</p>	Montagnes Blanches
14.	1/16/2013	Daniel Brindis (GP USA)	<p>Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin</p> <p>Along with Brindis of GP USA</p>	<p>Associates Resolute’s harvesting with the world’s “rare and [] disappearing” “[l]arge undisturbed and intact landscapes” of which Canada “has nearly a quarter,” and asserting that “[i]f threats to the Boreal Forest are not immediately addressed and this degradation continues, Canada will soon cease to</p>	158 FN3	<p>Brindis had actual knowledge of the falsity of his statement that Resolute's harvesting threatened the last intact forest landscapes in Canada because he knew, by virtue of his expertise, that 85% of intact forest landscape in Ontario and Quebec is off-limits to forestry by law and is in no danger of being harvested by any company, let alone</p>	Intact Forest Landscape

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				be home to one of the most magnificent forest ranges in the world”		Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. (¶¶ 334, 337.)	
15.	1/16/2013	Daniel Brindis (GP USA)	Boreal Alarm Report authored by Catherine Grant, Nicolas Mainville, Freya Putt; Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin Along with Brindis of GP USA	Associating Resolute’s activities in the Boreal Forest with the deforestation of “rainforests of the Amazon, Indonesia, Congo Basin . . . [which] are increasingly rare and are disappearing at an alarming rate mainly because of logging, the expansion of road networks and other industrial development.”	150 FN2	Brindis had actual knowledge of the falsity of his statement that Resolute's harvesting cause deforestation of the Canadian boreal forest on scale with Amazon, Indonesia, and the Congo basin whose forests are "disappearing" because he knew, by virtue of his expertise, that there is virtually no permanent loss of the boreal forest acreage annually, and each area that Resolute harvests is promptly and successfully regenerated naturally or by seeding and planting. (¶ 146.)	Forest Loss

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16.	3/28/2013	Catherine Grant (GP Canada)	Grant and Brindis Letter to Verso	"[T]here are several Endangered Forests in Canada's Boreal Forest that are facing imminent risk and will be severely impacted if they are not conserved immediately. One of the primary forest products companies responsible for destructive logging and roadbuilding in three of these Endangered Forest areas may be supplying you. This company is Resolute Forest Products, formerly known as AbitibiBowater and Fibrek." (identifying Resolute mills located in Montagnes Blanches, Trout Lake-Caribou, and Broadback Valley)	125, 127, 236, B51	Grant had actual knowledge of the falsity of her statement that Resolute was operating in the Montagnes Blanches because of her direct role in unilaterally expanding the borders of the Montagnes Blanches beyond its historically delineated and universally understood boundaries for the Boreal Alarm Report. (¶¶ 212-16.) Moreover, in referencing the Boreal Alarm Report sent to Verso in January, Grant fails to disclose that the Boreal Alarm Report's statement that Resolute was logging in off-limits areas in violation of the CBFA had been retracted just days before. (¶ 125.)	Montagnes Blanches
17.	3/28/2013	Catherine Grant (GP Canada)	Grant and Brindis Letter to Verso	Resolute is "threatening the survival of woodland caribou herds, a species at risk that is supposed to be protected under Canadian federal and provincial laws."	236, B51	Grant had actual knowledge of the falsity of their statement that Resolute was threatening the survival of woodland caribou. Her reference to Canadian federal and provincial laws demonstrates their knowledge that under these strict laws, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest (in accordance with	Caribou

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						<p>law), Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337-38.)</p> <p>Grant also knew by virtue of her direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)</p>	
18.	3/28/2013	Daniel Brindis (GP USA)	Grant and Brindis Letter to Verso	"[T]here are several Endangered Forests in Canada's Boreal Forest that are facing imminent risk and will be severely impacted if they are not conserved immediately. One of the primary forest products companies responsible for destructive logging and roadbuilding in three of these Endangered Forest areas may be	125, 127, 236, B51	Brindis had actual knowledge of the falsity of his statement that Resolute was operating in the Montagnes Blanches because of his direct role in unilaterally expanding the borders of the Montagnes Blanches beyond its historically delineated and universally understood boundaries for the Boreal Alarm Report. (¶¶ 212-16.) Moreover, in referencing the	Montagnes Blanches

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				supplying you. This company is Resolute Forest Products, formerly known as AbitibiBowater and Fibrek." (identifying Resolute mills located in Montagnes Blanches, Trout Lake-Caribou, and Broadback Valley)		Boreal Alarm Report sent to Verso in January, Brindis fails to disclose that the Boreal Alarm Report's statement that Resolute was logging in off-limits areas in violation of the CBFA had been retracted just days before. (¶ 125.)	
19.	3/28/2013	Daniel Brindis (GP USA)	Grant and Brindis Letter to Verso	Resolute is "threatening the survival of woodland caribou herds, a species at risk that is supposed to be protected under Canadian federal and provincial laws."	236, B51	Brindis had actual knowledge of the falsity of his statement that Resolute was threatening the survival. His reference to Canadian federal and provincial laws demonstrates their knowledge that under these strict laws, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest (in accordance with law), Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337-38.)	Caribou

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20.	3/28/2013	Catherine Grant (GP Canada)	Grant and Brindis Letter to TC Transcontinental	"[T]here are several Endangered Forests in Canada's Boreal Forest that are facing imminent risk and will be severely impacted if they are not conserved immediately. One of the primary forest products companies responsible for destructive logging and roadbuilding in three of these Endangered Forest areas may be supplying you. This company is Resolute Forest Products, formerly known as AbitibiBowater and Fibrek." (identifying Resolute mills located in Montagnes Blanches, Trout Lake-Caribou, and Broadback Valley)	236, B50, D27	Grant had actual knowledge of the falsity of her statement that Resolute was harvesting from the Montagnes Blanches because she knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not logging in the true Montagnes Blanches region. Moreover, Grant's actual malice is demonstrated by her direct role in unilaterally expanding these borders to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches for the Boreal Alarm Report. (¶¶ 212-14.)	Montagnes Blanches
21.	3/28/2013	Catherine Grant (GP Canada)	Grant and Brindis Letter to TC Transcontinental	Resolute is "threatening the survival of woodland caribou herds, a species at risk that is supposed to be protected under Canadian federal and provincial laws."	236, B50, D27	Grant had actual knowledge of the falsity of their statement that Resolute was threatening the survival of woodland caribou. Her reference to Canadian federal and provincial laws demonstrates their knowledge that under these strict laws, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining	Caribou

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						<p>areas where Resolute does harvest (in accordance with law), Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337-38.)</p> <p>Grant also knew by virtue of her direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)</p>
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22.	3/28/2013	Daniel Brindis (GP USA)	Grant and Brindis Letter to TC Transcontinental	"[T]here are several Endangered Forests in Canada's Boreal Forest that are facing imminent risk and will be severely impacted if they are not conserved immediately. One of the primary forest products companies responsible for destructive logging and roadbuilding in three of these Endangered Forest areas may be supplying you. This company is Resolute Forest Products, formerly known as AbitibiBowater and Fibrek." (identifying Resolute mills located in Montagnes Blanches, Trout Lake-Caribou, and Broadback Valley)	236, B50, D27	Brindis had actual knowledge of the falsity of his statement that Resolute was harvesting from the Montagnes Blanches because he knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not logging in the true Montagnes Blanches region. Moreover, Brindis's actual malice is demonstrated by his direct role in unilaterally expanding these borders to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches for the Boreal Alarm Report. (¶¶ 212-14.)	Montagnes Blanches
23.	3/28/2013	Daniel Brindis (GP USA)	Grant and Brindis Letter to TC Transcontinental	Resolute is "threatening the survival of woodland caribou herds, a species at risk that is supposed to be protected under Canadian federal and provincial laws."	236, B50, D27	Brindis had actual knowledge of the falsity of his statement that Resolute was threatening the survival of woodland caribou. Their reference to Canadian federal and provincial laws demonstrates their knowledge that under these strict laws, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas	Caribou

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						where Resolute does harvest (in accordance with law), Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)	
24.	5/14/2013	Stephanie Goodwin (GP Canada)	Resolute's False Promises: The [Un]sustainability Report 2013 (the "Unsustainability Report") by Richard Brooks, Shane Moffatt, Stephanie Goodwin, Nicolas Mainville, Holly Postlethwaite, Catherine Vezina	Falsely stating that Resolute was harvesting from the "last remaining intact areas in the Montagnes Blanches" which "overlap[] with some of the most valuable caribou habitat and carbon-dense forest left in the province"	158 FN3	Goodwin had actual knowledge of the falsity of her statement that Resolute was harvesting from the "last remaining intact areas in the Montagnes Blanches" because they knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not harvesting in the true Montagnes Blanches region (and thus could not be logging in the "remaining intact areas in the Montagnes Blanches"). Moreover, her actual malice is demonstrated by her direct role in unilaterally expanding these borders to include Resolute's FMUs but not the	Montagnes Blanches

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						actual mountains of the Montagnes Blanches for the Boreal Alarm Report. (¶¶ 212-14.)	
25.	5/14/2013	Stephanie Goodwin (GP Canada)	Unsustainability Report	“Resolute talks up the ‘vital role’ protecting habitat plays in its operations while in fact the company is actively logging the remaining habitat of caribou herds that have been deemed to be not self-sustaining”	162 FN4	Goodwin had actual knowledge of the falsity of their statement that Resolute was threatening the survival of caribou because they deliberately omitted relevant material facts that she knew by virtue of her expertise and involvement in the CBFA, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.) Goodwin also had knowledge by virtue of her direct	Caribou

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						involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)	
26.	5/14/2013	Stephanie Goodwin (GP Canada)	Unsustainability Report	"Resolute operates in three of Canada's 'Endangered Forest' areas to source its 'sustainable' products. . . . In the northwest of Ontario, the carbon-rich Trout Lake-Caribou 'Endangered Forest' is prized for its intact caribou habitat and contains huge tracts of habitat crucial for the survival of the Brightsand herd." (including a map entitled "Trout Lake-Caribou Forest")	207	Goodwin had actual knowledge of the falsity of their statement that Resolute was operating in Trout Lake Forest. In order to accuse Resolute of operating in Trout Lake, she deliberately conflated the Trout Lake region where Resolute does not operate with the Caribou Forest where Resolute does operate. Her knowledge of the falsity of this statement is demonstrated by the Boreal Alarm Report, which she authored, which discloses that Resolute does not operate in Trout Lake, while the Unsustainability Report does not. (¶¶ 207-11.)	Trout Lake Forest

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27.	5/14/2013	Stephanie Goodwin (GP Canada)	Unsustainability Report	<p>"Resolute operates in three of Canada's 'Endangered Forest' areas to source its 'sustainable' products. . . . In the heart of Cree traditional territory lies one of the last remaining intact forests of northwest Quebec – the Broadback Valley 'Endangered Forest.'" (including a map entitled "Broadback Valley Forest," a photo of a road captioned "Logging road deep within the Broadback Valley 'Endangered Forest,'" and a photo of a caribou running across a road with the caption: "A woodland caribou runs across a road in the Broadback Valley 'Endangered Forest.' The iconic species is facing an uphill battle for survival in Resolute tenures.")</p>	201	<p>Goodwin had actual knowledge of the falsity of her statement that Resolute was operating in the Broadback Valley by virtue of GP Canada's direct involvement in negotiating the CBFA moratorium over the 16,000 km² area delineated as the Broadback Valley, which Resolute has continued to honor notwithstanding its expiration in 2013. Nevertheless, to falsely accuse Resolute of harvesting in the "Broadback," GP Canada simply expanded the moratorium area by 180% to include areas plainly outside the agreed-upon moratorium, and which GP Canada had expressly agreed Resolute could harvest. (¶¶ 198-206)</p>	Broadback Valley
28.	5/14/2013	Stephanie Goodwin (GP Canada)	Unsustainability Report	<p>"The Montagnes Blanches 'Endangered Forest' has amongst the highest density of woodland caribou in all of Quebec. Resolute's Alma mill is known to source from this pristine area." (Including map of the "Montagnes Blanches" and featuring images of</p>	214	<p>Goodwin had actual knowledge of the falsity of her statement that Resolute's Alma mill was sourcing from the Montagnes Blanches because she knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood were</p>	Montagnes Blanches

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				Resolute's purported "logging in the Montagnes Blanches")		overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not harvesting in the true Montagnes Blanches region (and the Alma mill could not possibly source from the Montagnes Blanches by law). Moreover, her actual malice is demonstrated by her direct role in unilaterally expanding these borders to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches for the Boreal Alarm Report. (¶¶ 212-14.)	
29.	5/14/2013	Stephanie Goodwin (GP Canada)	Unsustainability Report	Resolute is engaged in "[a]ctive logging in critical caribou habitat, conflicting the company's emphasis on protecting forest biodiversity and endangered species"	B49	Goodwin had actual knowledge of the falsity of their statement that Resolute was threatening survival of caribou because she deliberately omitted relevant material facts that she knew by virtue of their expertise and involvement in the CBFA, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does	Caribou

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						<p>harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)</p> <p>She also had knowledge by virtue of her direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)</p>	
30.	5/14/2013	Shane Moffatt (GP Canada)	Resolute's False Promises: The [Un]sustainability Report 2013 (the "Unsustainability Report") by Richard Brooks, Shane Moffatt, Stephanie Goodwin, Nicolas Mainville, Holly Postlethwaite, Catherine Vezina	Falsely stating that Resolute was harvesting from the "last remaining intact areas in the Montagnes Blanches" which "overlap[] with some of the most valuable caribou habitat and carbon-dense forest left in the province"	158 FN3	Moffatt had actual knowledge of the falsity of his statement that Resolute was harvesting from the "last remaining intact areas in the Montagnes Blanches" because he knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood was overwhelmingly above the Northern Limit of Allocation	Montagnes Blanches

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						and thus off-limits to forestry by law, and that Resolute was not harvesting in the true Montagnes Blanches region (and could not be logging in the "remaining intact areas in the Montagnes Blanches"). Moreover, his actual malice is demonstrated by his direct role in unilaterally expanding these borders to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches for the Boreal Alarm Report. (¶¶ 212-14.)	
31.	5/14/2013	Shane Moffatt (GP Canada)	Unsustainability Report	“Resolute talks up the ‘vital role’ protecting habitat plays in its operations while in fact the company is actively logging the remaining habitat of caribou herds that have been deemed to be not self-sustaining”	162 FN4	Moffatt had actual knowledge of the falsity of his statement that Resolute was threatening the survival of caribou because he deliberately omitted relevant material facts that he knew by virtue of his expertise and involvement in the CBFA, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the	Caribou

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						<p>remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)</p> <p>He also had knowledge by virtue of his direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)</p>	
32.	5/14/2013	Shane Moffatt (GP Canada)	Unsustainability Report	"Resolute operates in three of Canada's 'Endangered Forest' areas to source its 'sustainable' products. . . . In the northwest of Ontario, the carbon-rich Trout Lake-Caribou 'Endangered Forest' is prized for its intact caribou habitat and contains huge tracts of habitat crucial for the survival of the Brightsand herd." (including a map entitled "Trout Lake-Caribou Forest")	207	Moffatt had actual knowledge of the falsity of his statement that Resolute was operating in Trout Lake Forest. In order to accuse Resolute of operating in Trout Lake, he deliberately conflated the Trout Lake region where Resolute does not operate with the Caribou Forest where Resolute does operate. His knowledge of the falsity of this statement is demonstrated by the Boreal Alarm Report which he authored, which discloses that Resolute does not operate in	Trout Lake Forest

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						Trout Lake, while the Unsustainability Report does not. (¶¶ 207-11.)	
33.	5/14/2013	Shane Moffatt (GP Canada)	Unsustainability Report	"Resolute operates in three of Canada's 'Endangered Forest' areas to source its 'sustainable' products. . . . In the heart of Cree traditional territory lies one of the last remaining intact forests of northwest Quebec – the Broadback Valley 'Endangered Forest.'" (including a map entitled "Broadback Valley Forest," a photo of a road captioned "Logging road deep within the Broadback Valley 'Endangered Forest,'" and a photo of a caribou running across a road with the caption: "A woodland caribou runs across a road in the Broadback Valley 'Endangered Forest.' The iconic species is facing an uphill battle for survival in Resolute tenures.")	201	Moffatt had actual knowledge of the falsity of their statement that Resolute was operating in the Broadback Valley by virtue of GP Canada's direct involvement in negotiating the CBFA moratorium over the 16,000 km2 area delineated as the Broadback Valley, which Resolute has continued to honor notwithstanding its expiration in 2013. Nevertheless, to falsely accuse Resolute of harvesting in the "Broadback," GP Canada simply expanded the moratorium area by 180% to include areas plainly outside the agreed-upon moratorium, and which GP Canada had expressly agreed Resolute could harvest. (¶¶ 198-206)	Broadback Valley

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34.	5/14/2013	Shane Moffatt (GP Canada)	Unsustainability Report	"The Montagnes Blanches 'Endangered Forest' has amongst the highest density of woodland caribou in all of Quebec. Resolute's Alma mill is known to source from this pristine area." (Including map of the "Montagnes Blanches" and featuring images of Resolute's purported "logging in the Montagnes Blanches")	214	Moffatt had actual knowledge of the falsity of his statement that Resolute's Alma mill was sourcing from the Montagnes Blanches because he knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not harvesting in the true Montagnes Blanches region (and the Alma mill could not possibly source from the Montagnes Blanches by law). Moreover, his actual malice is demonstrated by his direct role in unilaterally expanding these borders to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches for the Boreal Alarm Report. (¶¶ 212-14.)	Montagnes Blanches
35.	5/14/2013	Shane Moffatt (GP Canada)	Unsustainability Report	Resolute is engaged in "[a]ctive logging in critical caribou habitat, conflicting the company's emphasis on protecting forest biodiversity and endangered species"	B49	Moffatt had actual knowledge of the falsity of his statement that Resolute was threatening the survival of caribou because he deliberately omitted relevant material facts that he knew by virtue of their expertise and involvement in the CBFA, that the provincial	Caribou

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					<p>governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)</p> <p>He also had knowledge by virtue of his direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)</p>	
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36.	5/14/2013	Richard Brooks (GP Canada)	Resolute's False Promises: The [Un]sustainability Report 2013 (the "Unsustainability Report") by Richard Brooks, Shane Moffatt, Stephanie Goodwin, Nicolas Mainville, Holly Postlethwaite, Catherine Vezina	Falsely stating that Resolute was harvesting from the "last remaining intact areas in the Montagnes Blanches" which "overlap[] with some of the most valuable caribou habitat and carbon-dense forest left in the province"	158 FN3	Brooks had actual knowledge of the falsity of his statement that Resolute was harvesting from the "last remaining intact areas in the Montagnes Blanches" because he knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not harvesting in the true Montagnes Blanches region (and could not be logging in the "remaining intact areas in the Montagnes Blanches"). Moreover, his actual malice is demonstrated by his direct role in unilaterally expanding these borders to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches for the Boreal Alarm Report. (¶¶ 212-14.)	Montagnes Blanches
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37.	5/14/2013	Richard Brooks (GP Canada)	Unsustainability Report	“Resolute talks up the ‘vital role’ protecting habitat plays in its operations while in fact the company is actively logging the remaining habitat of caribou herds that have been deemed to be not self-sustaining”	162 FN4	<p>Brooks had actual knowledge of the falsity of his statement that Resolute was threatening the survival of caribou because he deliberately omitted relevant material facts that he knew by virtue of his expertise and involvement in the CBFA, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)</p> <p>He also had knowledge by virtue of his direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from</p>	Caribou
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						"protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)	
38.	5/14/2013	Richard Brooks (GP Canada)	Unsustainability Report	"Resolute operates in three of Canada's 'Endangered Forest' areas to source its 'sustainable' products. . . . In the northwest of Ontario, the carbon-rich Trout Lake-Caribou 'Endangered Forest' is prized for its intact caribou habitat and contains huge tracts of habitat crucial for the survival of the Brightsand herd." (including a map entitled "Trout Lake-Caribou Forest")	207	Brooks had actual knowledge of the falsity of his statement that Resolute was operating in Trout Lake Forest. In order to accuse Resolute of operating in Trout Lake, he deliberately conflated the Trout Lake region where Resolute does not operate with the Caribou Forest where Resolute does operate. His knowledge of the falsity of this statement is demonstrated by the Boreal Alarm Report which he authored, which discloses that Resolute does not operate in Trout Lake, while the Unsustainability Report does not. (¶¶ 207-11.)	Trout Lake Forest

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39.	5/14/2013	Richard Brooks (GP Canada)	Unsustainability Report	<p>"Resolute operates in three of Canada's 'Endangered Forest' areas to source its 'sustainable' products. . . . In the heart of Cree traditional territory lies one of the last remaining intact forests of northwest Quebec – the Broadback Valley 'Endangered Forest.'"</p> <p>(including a map entitled "Broadback Valley Forest," a photo of a road captioned "Logging road deep within the Broadback Valley 'Endangered Forest,'" and a photo of a caribou running across a road with the caption: "A woodland caribou runs across a road in the Broadback Valley 'Endangered Forest.' The iconic species is facing an uphill battle for survival in Resolute tenures.")</p>	201	<p>Brooks had actual knowledge of the falsity of his statement that Resolute was operating in the Broadback Valley by virtue of GP Canada's direct involvement in negotiating the CBFA moratorium over the 16,000 km² area delineated as the Broadback Valley, which Resolute has continued to honor notwithstanding its expiration in 2013. Nevertheless, to falsely accuse Resolute of harvesting in the "Broadback," GP Canada simply expanded the moratorium area by 180% to include areas plainly outside the agreed-upon moratorium, and which GP Canada had expressly agreed Resolute could harvest. (¶¶ 198-206)</p>	Broadback Valley
40.	5/14/2013	Richard Brooks (GP Canada)	Unsustainability Report	<p>"The Montagnes Blanches 'Endangered Forest' has amongst the highest density of woodland caribou in all of Quebec. Resolute's Alma mill is known to source from this pristine area." (Including map of the "Montagnes Blanches" and featuring images of</p>	214	<p>Brooks had actual knowledge of the falsity of his statement that Resolute's Alma mill was sourcing from the Montagnes Blanches because he knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood were</p>	Montagnes Blanches

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				Resolute's purported "logging in the Montagnes Blanches")		overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not harvesting in the true Montagnes Blanches region (and the Alma mill could not possibly source from the Montagnes Blanches by law). Moreover, his actual malice is demonstrated by his direct role in unilaterally expanding these borders to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches for the Boreal Alarm Report. (¶¶ 212-14.)	
41.	5/14/2013	Richard Brooks (GP Canada)	Unsustainability Report	Resolute is engaged in "[a]ctive logging in critical caribou habitat, conflicting the company's emphasis on protecting forest biodiversity and endangered species"	B49	Brooks had actual knowledge of the falsity of his statement that Resolute was threatening the survival of caribou because he deliberately omitted relevant material facts that he knew by virtue of his expertise and involvement in the CBFA, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is	Caribou

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						<p>responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)</p> <p>Brooks also had knowledge by virtue of his direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)</p>	
42.	9/12/2013	Daniel Brindis (GP USA)	Letter to Canon U.S.A., Inc.	"[Resolute's] operating practices threaten iconic wildlife species such as woodland caribou."	241, B36	Brindis had actual knowledge of the falsity of his statement that Resolute was threatening the survival of caribou because he deliberately omitted relevant material facts that he knew by virtue of his expertise, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in	Caribou

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						areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)	
43.	9/12/2013	Daniel Brindis (GP USA)	Letter to Canon U.S.A., Inc.	"Far from being environmentally responsible, Resolute's . . . Alma, Quebec mill . . . is known to source from destructive logging operations in the Montagnes Blanches Endangered Forest. Many of these operations are in the last remaining intact forest areas of Quebec, overlapping with some of the most valuable caribou habitat and carbon-dense forest left."	241, B37, D15	Brindis had by virtue of his expertise actual knowledge of the universally understood borders of the Montagnes Blanches as historically delineated by the Quebec government. Moreover, Brindis had knowledge because he worked directly with GP Canada to unilaterally expand the map in 2013 for the Boreal Alarm Report. (¶¶ 212-14.)	Montagnes Blanches
44.	9/12/2013	Daniel Brindis (GP USA)	Letter to Canon U.S.A., Inc.	"Intact forest areas, like those found in the Montagnes Blanches, play a critical role in mitigating global climate change with their immense carbon reservoirs and sinks that capture carbon from the	A10	Brindis had actual knowledge of the falsity of her statement that Resolute was threatening the Boreal forest's ability to store carbon because, by virtue of his expertise, he knew that Resolute accounts for no forest loss and its	Climate Change

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				<p>atmosphere for hundreds of years Resolute products (including its Ecopaque paper) sourced from the Montagnes Blanches and other Endangered Forest areas threaten the forest's ecological integrity, iconic species and community well-being”</p>		<p>impact on climate change (if any) is de minimis. Brindis knew that according to the UN Intergovernmental Panel on Climate Change, sustainable forest harvesting and management is one of the most important mechanisms for removing and sequestering greenhouse gases from the atmosphere. Brindis knew this fact because GP USA has often cited findings by the Intergovernmental Panel on Climate Change in other campaigns. (¶ 344)</p> <p>Brindis knew by virtue of his expertise that Resolute's harvesting did not create a climate change risk comparable to deforestation in Asia, Africa, and South America, and that deforestation caused less than 2% of greenhouse gas emissions in Canada, representing a miniscule .06% of global greenhouse gas emissions. (¶¶ 151-52)</p>	
45.	9/12/2013	Daniel Brindis (GP USA)	Letter to Canon U.S.A., Inc.	"We ask you to urge Resolute to suspend their operations in Endangered Forests like the Montagnes Blanches and work with Greenpeace and others to address the serious	D16	Brindis had by virtue of his expertise actual knowledge of the universally understood borders of the Montagnes Blanches as historically delineated by the Quebec government. Moreover,	Montagnes Blanches

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				problems with their forestry operations that we have outlines."		Brindis had knowledge because he worked directly with GP Canada to unilaterally expand the map in 2013 for the Boreal Alarm Report. (¶¶ 212-16.)	
46.	1/27/2014	Stephanie Goodwin (GP Canada)	Letter to Flambeau River Paper	"[Resolute's] practices threaten wildlife at risk such as woodland caribou"	243, B33	Goodwin had actual knowledge of the falsity of her statement that Resolute was threatening the survival of caribou because she deliberately omitted relevant material facts that she knew by virtue of her expertise and involvement in the CBFA, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.) Goodwin also had knowledge	Caribou

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						by virtue of her direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)	
47.	2/8/2014	Joanna Kerr (GP Canada)	Letter to Twin Rivers Paper	"[Resolute's] practices threaten wildlife at risk such as woodland caribou"	B32. B9	Kerr had actual knowledge of the falsity of her statement that Resolute was threatening the survival of caribou because she deliberately omitted relevant material facts that she knew by virtue of her expertise, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the	Caribou

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						destruction of woodland caribou. (¶¶ 334, 337.) Kerr also had knowledge by virtue of GP Canada's direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)	
48.	5/28/2014	GPI (no author identified)	"FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights in Canada"	Resolute's "FMUs 24-51, 25-51, and 27-51 overlap with this Endangered Forest" (including Greenpeace map of Montagnes Blanches)	215	GPI had by virtue of its expertise actual knowledge of the universally understood borders of the Montagnes Blanches as historically delineated by the Quebec government. GPI's knowledge may also be inferred from its agreement to work with GP Canada, ForestEthics, GP USA, GP-Fund, and Canopy to falsely depict Resolute as "most regressive forestry company." (¶¶ 212-18.)	Montagnes Blanches
49.	5/28/2014	GPI (no author identified)	"FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At	Resolute's "logging operations are central to the fate of the Montagnes Blanches Endangered Forest."	215	GPI had by virtue of its expertise actual knowledge of the universally understood borders of the Montagnes Blanches as historically delineated by the Quebec	Montagnes Blanches

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			Risk And Indigenous Rights in Canada"			government. GPI's knowledge may also be inferred from its agreement to work with GP Canada, ForestEthics, GP USA, GP-Fund, and Canopy to falsely depict Resolute as "most regressive forestry company." (¶¶ 212-18.)	
50.	5/28/2014	GPI (no author identified)	"FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights in Canada"	"Caribou are in dramatic decline due to industrial pressure across Canada's Boreal Forest, and yet Resolute continues to log in and source wood from some of the intact forests caribou rely on."	162, B25	GPI had actual knowledge of the falsity of its statement that Resolute was threatening the survival of caribou because it deliberately omitted relevant material facts that it knew by virtue of its expertise, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)	Caribou

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51.	5/28/2014	GPI (no author identified)	"FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights in Canada"	"Resolute's management and logging activities have been found to fragment and degrade intact forest areas of the region that woodland caribou rely on for their survival"	B23	GPI had actual knowledge of the falsity of its statement that Resolute was harming the last intact forest landscape because it deliberately omitted relevant material facts that it knew by virtue of its expertise, that 85% of intact forest landscape is off-limits to forestry by law and is in no danger of being harvested by any company, let alone Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. (¶¶ 334, 337)	Intact Forest Landscape
52.	5/28/2014	GPI (no author identified)	"FSC At Risk: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights in Canada"	"The threatened woodland caribou . . . are in decline across Canada as resource extraction severely disrupts their remaining habitat. . . . Three caribou herds whose ranges overlap with Resolute's Montagnes Blanches operations are unlikely to survive beyond	B24	GPI had actual knowledge of or recklessly disregarded facts demonstrating the falsity of its statement in the May 2014 FSC at Risk Report that "caribou herds whose range overlaps with Resolute's Montagne Blanches operations are unlikely to survive beyond 50 years due to continuing habitat	Caribou

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				50 years due to continuing habitat destruction."		destruction" because it grossly misrepresented the studies on which it relied. These studies reveal that the overwhelming amount of the caribou range in Quebec is not disturbed and, according to the very studies the GPI cites, 94% of the caribou herds that overlap with what GPI calls the Montagne Blanches enjoy undisrupted habitats and are identified as self-sustaining. Another 4% are stable. (¶ 166.)	
53.	9/23/2014	Shane Moffatt (GP Canada)	Letter to Flambeau River Paper	Transmitting Boreal Alarm Report	406 (Table A at 161)	Moffatt had actual knowledge of the falsity of his statement that Resolute was operating in the Montagnes Blanches because they knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not logging in the true Montagnes Blanches region. Moreover, Moffatt's actual malice is demonstrated by GP Canada's role in unilaterally expanding these borders in 2010 to include Resolute's FMUs but not the actual mountains of the Montagnes	Montagnes Blanches

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						Blanches, and his direct role in further expanding the region in 2013 for the Boreal Alarm Report. (¶¶ 212-14.)	
54.	11/26/2014	Shane Moffatt (GP Canada)	"Better Buying in the Boreal Forest" authored by Shane Moffatt (GP Canada) along with Amy Moas (GP USA)	"Resolute is an outlier in the Canadian forest sector responsible for significant degradation of the boreal, destruction of endangered species habitat and disputes with Indigenous communities."	250, C17	<p>Moffatt had actual knowledge of the falsity of his statement that Resolute was threatening the survival of caribou because he deliberately omitted relevant material facts that he knew by virtue of his expertise and involvement in the CBFA, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)</p> <p>Moffatt also had knowledge by virtue of his direct involvement in the CBFA that GP Canada heralded the</p>	Caribou

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						agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)	
55.	11/26/2014	Shane Moffatt (GP Canada)	"Better Buying in the Boreal Forest"	Suspended sustainable forestry certificates, conflict with First Nations, imperiled woodland caribou . . . have defined Resolute in recent years.	B21	Moffatt had actual knowledge of the falsity of his statement that Resolute was threatening the survival of caribou because he deliberately omitted relevant material facts that he knew by virtue of his expertise and involvement in the CBFA, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the	Caribou

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						destruction of woodland caribou. (¶¶ 334, 337.) Moffatt also had knowledge by virtue of his direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)	
56.	11/26/2014	Shane Moffatt (GP Canada)	"Better Buying in the Boreal Forest"	"By purchasing from Resolute without clear sustainability expectations, BEST BUY risks using priceless caribou habitat or fibre sourced without First Nations consent to make flyers and junk mail that quickly end up in the trash."	251, B21, C18	Moffatt had actual knowledge of the falsity of his statement that Resolute was threatening the survival of caribou because he deliberately omitted relevant material facts that he knew by virtue of his expertise and involvement in the CBFA, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the	Caribou

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						<p>remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)</p> <p>Moffatt also had knowledge by virtue of his direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)</p>	
57.	11/26/2014	Shane Moffatt (GP Canada)	"Better Buying in the Boreal Forest"	"Best Buy is even sourcing this paper from controversial logging company Resolute Forest Products which is responsible for the destruction of vast swathes of Canadas Boreal Forest, degrading critical caribou habitat and logging without the consent of impacted First Nations."	B20	Moffatt had actual knowledge of the falsity of his statement that Resolute is responsible for "the destruction of vast swathes of Canada's Boreal Forest" by virtue of his expertise. In fact, there is virtually no permanent loss of the boreal forest acreage annually, and each area that Resolute harvests is promptly and successfully regenerated naturally or by seeding and planting. (¶ 146.)	Forest Loss

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58.	11/26/2014	Amy Moas (GP USA)	"Better Buying in the Boreal Forest" authored by Shane Moffatt (GP Canada) along with Amy Moas (GP USA)	"Resolute is an outlier in the Canadian forest sector responsible for significant degradation of the boreal, destruction of endangered species habitat and disputes with Indigenous communities."	250, C17	Moas had actual knowledge of the falsity of her statement that Resolute was threatening survival of caribou because she deliberately omitted relevant material facts that she knew by virtue of her expertise and involvement in the CBFA, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)	Caribou
59.	11/26/2014	Amy Moas (GP USA)	"Better Buying in the Boreal Forest"	Suspended sustainable forestry certificates, conflict with First Nations, imperiled woodland caribou . . . have defined Resolute in recent years.	B21	Moas had actual knowledge of the falsity of her statement that Resolute was threatening survival of caribou because she deliberately omitted relevant material facts that she knew by virtue of her expertise and involvement in the CBFA, that the provincial	Caribou

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						governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)	
60.	11/26/2014	Amy Moas (GP USA)	"Better Buying in the Boreal Forest"	"By purchasing from Resolute without clear sustainability expectations, BEST BUY risks using priceless caribou habitat or fibre sourced without First Nations consent to make flyers and junk mail that quickly end up in the trash."	251, B21, C18	Moas had actual knowledge of the falsity of her statement that Resolute was threatening survival of caribou because she deliberately omitted relevant material facts that she knew by virtue of her expertise and involvement in the CBFA, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does	Caribou

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						harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)	
61.	11/26/2014	Amy Moas (GP USA)	"Better Buying in the Boreal Forest"	"Best Buy is even sourcing this paper from controversial logging company Resolute Forest Products which is responsible for the destruction of vast swathes of Canadas Boreal Forest, degrading critical caribou habitat and logging without the consent of impacted First Nations."	B20	Moas had actual knowledge of the falsity of his statement that Resolute is responsible for "the destruction of vast swathes of Canada's Boreal Forest" by virtue of her expertise. In fact, there is virtually no permanent loss of the boreal forest acreage annually, and each area that Resolute harvests is promptly and successfully regenerated naturally or by seeding and planting. (¶ 146.)	Forest Loss
62.	11/26/2014	Amy Moas (GP USA)	"Best Buy is Wasting Ancient Forests, One Flyer At A Time"	"Best Buy is even sourcing this paper from controversial logging company Resolute Forest Products which is responsible for the destruction of vast swathes of Canadas Boreal Forest, degrading critical caribou habitat and logging without the consent of impacted First Nations."	144, 252, B19, C15	Moas had actual knowledge of the falsity of her statement that Resolute is responsible for "the destruction of vast swathes of Canada's Boreal Forest" by virtue of her expertise. In fact, there is virtually no permanent loss of the boreal forest acreage annually, and each area that Resolute harvests is promptly and successfully regenerated	Forest Loss

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						naturally or by seeding and planting. (¶ 146.)	
63.	11/26/2014	Shane Moffatt (GP Canada)	"Help Best Buy get out of ancient forests"	"Best Buy is even sourcing this paper from controversial logging company Resolute Forest Products which is responsible for the destruction of vast swathes of Canadas Boreal Forest, degrading critical caribou habitat and logging without the consent of impacted First Nations."	C16	Moffatt had actual knowledge of the falsity of his statement that Resolute is responsible for "the destruction of vast swathes of Canada's Boreal Forest" by virtue of his expertise. In fact, there is virtually no permanent loss of the boreal forest acreage annually, and each area that Resolute harvests is promptly and successfully regenerated naturally or by seeding and planting. (¶ 146.)	Forest Loss
64.	11/26/2014	GP Canada (no author identified)	"Electronics giant Best Buy wasting Boreal Forest one flyer at a time: Greenpeace Report"	"Best Buy is sourcing this paper from controversial logging company Resolute Forest Products, who operates without the consent of impacted First Nations and to the detriment of critical caribou habitat, a threatened species in Canada."	B18, C14	GP Canada had actual knowledge of the falsity of its statement that Resolute "operates without the consent of impacted First Nations" and deliberately omitted the relevant material fact that Resolute in fact has numerous successful partnerships with First Nations, for example the Seine River First Nation. GP Canada knew that its statements were misleading because the Seine River First Nation in April 2014 sent GP Canada a letter to "set the	First Nations

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						<p>record straight" regarding Greenpeace's misrepresentations about Resolute's relationships with First Nations. (¶¶ 184-85.)</p> <p>GP Canada likewise knew but deliberately omitted that the Quebec government has repeatedly publicly stated that a complex territorial dispute arising between the Quebec government and two First Nations was the responsibility of the government, and Resolute was not a direct party to the dispute and lacked any ability to control or resolve it. (¶ 93(a))</p>	
65.	12/1/2014	Aspa Tzaras (GP Canada)	Email to Volunteers	"By sourcing vast amounts of paper from the Boreal and Resolute, Best Buy risks trashing ancient forests for throw-away flyers. This is bad news for our climate, bad news for creatures that live in the Boreal like the woodland caribou, and bad news for the health and diversity of Canada's ancient forests. . . . Write a false product review on Best Buy's website. Be creative and make sure to weave in the campaign issues"	257	Tzaras urging of volunteers to "[w]rite a false product review" further illustrates GP Canada's actual malice by its explicit terms. (¶ 257)	

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66.	12/22/2014	Joanna Kerr (GP Canada)	Website Publication: Who's Been Naughty And Who's Been Nice To The Planet This Year	"Without action to curb unsustainable practices like Resolute's, Canada is on the road to worsening climate change and betraying the amazing biodiversity we hold in trust for the world."	145 FN1, A8	<p>Kerr had actual knowledge of or recklessly disregarded the fact that according to the UN Intergovernmental Panel on Climate Change, sustainable forest harvesting and management is one of the most important mechanisms for removing and sequestering greenhouse gases from the atmosphere. Kerr knew this fact because GP Canada has often cited findings by the Intergovernmental Panel on Climate Change in other campaigns. (¶ 344)</p> <p>Kerr knew by virtue of her expertise that Resolute's harvesting did not create a climate change risk comparable to deforestation in Asia, Africa, and South America, and that deforestation caused less than 2% of greenhouse gas emissions in Canada, representing a miniscule .06% of global greenhouse gas emissions. (¶¶ 151-52)</p>	Climate Change
67.	2/26/2015	Shane Moffat (GP Canada)	Moffatt and Moas Email to Midland Paper	Resolute had FSC "certificate suspensions/terminations" due to "shortcomings in the company's operations on-the-ground (e.g. old growth forests, caribou	244, 406 (Table A at 163)	Moffatt had actual knowledge of the falsity of his statement that Resolute's certificates were terminated or suspended for "serious shortcomings" because numerous press releases and disclosures	FSC

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				<p>conservation and Indigenous Peoples' rights) . . ." (linking Better Buying in the Boreal Forest report)</p>		<p>issued prior to this email demonstrated the falsity of allegations of non-conformance, including: (i) an October 31, 2014 press statement by the Quebec Forestry Minister regarding the suspension of Resolute's Lac St. Jean suspension which explained the suspension was due to narrow issues that were the responsibility of the Quebec government, not Resolute; (ii) a December 31, 2014 press release by FSC auditor Rainforest Alliance which stated that the Mistissini-Peribonka FSC certificate in Quebec terminated as a result of the five-year expiration date of the certification agreement on December 3, 2014, not because of any wrongdoing by Resolute; (iii) a January 13, 2015 FSC press release stated that "[A]ll FSC certificates have a term of 5 years prior to renewal or expiration. In the absence of any renewal or transfer process, the Caribou Forest certificate has expired and thus terminated." (¶¶ 187, 261.)</p>	
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68.	2/26/2015	Amy Moas (GP USA)	Moffatt and Moas Email to Midland Paper	Resolute had FSC "certificate suspensions/terminations" due to "shortcomings in the company's operations on- the-ground (e.g. old growth forests, caribou conservation and Indigenous Peoples' rights)" (linking Better Buying in the Boreal Forest report)	244, 406 (Table A at 163)	Moas had actual knowledge of the falsity of her statement that Resolute's certificates were terminated or suspended for "serious shortcomings" because numerous press releases and disclosures issued prior to this email demonstrated the falsity of allegations of non- conformance, including: (i) an October 31, 2014 press statement by the Quebec Forestry Minister regarding the suspension of Resolute's Lac St. Jean suspension which explained the suspension was due to narrow issues that were the responsibility of the Quebec government, not Resolute; (ii) a December 31, 2014 press release by FSC auditor Rainforest Alliance which stated that the Mistissini-Peribonka FSC certificate in Quebec terminated as a result of the five-year expiration date of the certification agreement on December 3, 2014, not because of any wrongdoing by Resolute; (iii) a January 13, 2015 FSC press release stated that "[A]ll FSC certificates have a term of 5 years prior to renewal or expiration. In the absence of any renewal or	FSC
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						transfer process, the Caribou Forest certificate has expired and thus terminated.” (¶¶ 187, 261.)	
69.	3/30/2015	Daniel Brindis (GP USA)	Email to Quad Graphics	"This past year, and virtually unheard in the forestry certification world, two of Resolute's FSC certificates have been terminated and an additional two certificates have been suspended due to serious shortcomings related to Indigenous Peoples' rights, old growth forest protections, endangered species (caribou) conservation and lack of stakeholder support for operations."	260, B13, C8	Brindis had actual knowledge of the falsity of his statement that Resolute's certificates were terminated or suspended for "serious shortcomings" because numerous press releases and disclosures issued prior to Brindis's email demonstrated the falsity of allegations of non-conformance, including: (i) an October 31, 2014 press statement by the Quebec Forestry Minister regarding the suspension of Resolute's Lac St. Jean suspension which explained the suspension was due to narrow issues that were the responsibility of the Quebec government, not Resolute; (ii) a December 31, 2014 press release by FSC auditor Rainforest Alliance which stated that the	FSC

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						Mistissini-Peribonka FSC certificate in Quebec terminated as a result of the five-year expiration date of the certification agreement on December 3, 2014, not because of any wrongdoing by Resolute; (iii) a January 13, 2015 FSC press release stated that “[A]ll FSC certificates have a term of 5 years prior to renewal or expiration. In the absence of any renewal or transfer process, the Caribou Forest certificate has expired and thus terminated.” Brindis also had actual knowledge by virtue of his being an expert in the FSC certification scheme. (¶¶ 187, 261.)	
70.	4/15/2015	Daniel Brindis (GP USA)	Website Publication: Rite Aid Making the Wrong Choice for Ancient Forests	"Resolute is logging in the last undisturbed ancient forests in Quebec and Ontario, some of which is threatened Woodland Caribou habitat."	263, 158 FN3, B12	Brindis had actual knowledge of the falsity of his statement that Resolute was harming the last intact forest landscape because he deliberately omitted relevant material facts that he knew by virtue of his expertise, that 85% of intact forest landscape in Ontario and Quebec is off-limits to forestry by law and is in no danger of being harvested by any company, let alone Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for	Intact Forest Landscape

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						only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. (¶¶ 334, 337.)	
71.	4/15/2015	Daniel Brindis (GP USA)	Website Publication: Rite Aid Making the Wrong Choice for Ancient Forests	Attached mock-ups of Rite Aid circulars which falsely implied that Resolute was committing the following destructive practices: (i) “Caribou Herd Death Spiral – Destroy One Destroy Another One Free!”	264, 158 FN3	Brindis had actual knowledge of the falsity of his statement that Resolute was threatening the survival of caribou because he deliberately omitted relevant material facts that he knew by virtue of his expertise, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)	Caribou

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72.	4/17/2015	Daniel Brindis (GP USA)	“How Rite-Aid And Other Customers of Boreal Forest Products Can Support Real Solutions”	"Resolutes March 2015 US Security and Exchange Commission 10-k Filings said that its prior FSC commitment is no longer realistic or appropriate."	265	Brindis knew the falsity of this statement because he selectively quoted from the 10-K and omitted the context. In context, the 10-K stated: Resolute "continue[s] to be one of the largest holders of FSC SFM [Sustainable Forest Management] certificates in North America and have successfully renewed our FSC certificates in several areas However, a previously stated goal to certify 80% of our management forests to the FSC standard is no longer realistic or appropriate considering recent developments and interpretations We remain fully committed to 100% certifications to one or more of the three internationally-recognized SFM standards in use in Canada." (¶ 270)	FSC
73.	6/1/2015	Richard Brooks (GP Canada)	“What Did 10,000 Tweets Say To Resolute Forest Products”	"We came to encourage Resolute to act to save woodland caribou from extinction as a result, in part, of Resolute's operations."	162 FN4	Brooks had actual knowledge of the falsity of his statement that Resolute was threatening the survival caribou because he deliberately omitted relevant material facts that he knew by virtue of his expertise, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections,	Caribou

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					<p>77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)</p> <p>Brooks also had knowledge by virtue of his direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)</p>	
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74.	6/1/2015	Richard Brooks (GP Canada)	“What Did 10,000 Tweets Say To Resolute Forest Products”	“We came to lend our voice to Indigenous First Nations community leaders who are demanding that Resolute respect their rights and desires for protection for their traditional territories.”	174 FN5	<p>Brooks had actual knowledge of the falsity of his statement that Resolute "operates without the consent of impacted First Nations" and deliberately omitted the relevant material fact that Resolute in fact has numerous successful partnerships with First Nations, for example the Seine River First Nation. Brooks knew that his statements were misleading because the Seine River First Nation in April 2014 sent GP Canada a letter in direct response to the campaign targeting Resolute to "set the record straight" regarding Greenpeace's misrepresentations about Resolute's relationships with First Nations. (¶¶ 184-85.)</p> <p>Brooks likewise knew but deliberately omitted that the Quebec government has repeatedly publicly stated that a complex territorial dispute arising between the Quebec government and two First Nations was the responsibility of the government, and Resolute was not a direct party to the dispute and lacked any ability to control or resolve it. (¶ 93(a))</p>	First Nations
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75.	6/29/2015	Amy Moas (GP USA)	"US Pharmacy Giant Making the Wrong Choice for the Boreal Forest"	"For years, Resolute has been needlessly destroying critical habitat of the endangered woodland caribou . . ."	162 FN4	Moas had actual knowledge of the falsity of its statement that Resolute was threatening the survival of caribou because she deliberately omitted relevant material facts that she knew by virtue of her expertise, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)	Caribou
76.	6/29/2015	GP USA	Website Publication: Boreal Forests	"[Resolute's] operations threaten iconic species such as the woodland caribou."	B1	GP USA had actual knowledge of the falsity of its statement that Resolute was threatening the survival of caribou because it deliberately omitted relevant material facts that the provincial governments of Quebec and Ontario institute caribou habitat protection, and	Caribou

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						pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)	
77.	7/21/2015	Amy Moas (GP USA)	Website Publication: Rite Aid: Still Making The Wrong Choice For Forests	“Resolute Forest Products, a company that is logging in some of the last ancient forests in Canada still undisturbed by industrial development. This type of logging threatens wildlife like the woodland caribou”	B9	Moas had actual knowledge of the falsity of her statement that Resolute was harming the last intact forest landscape because she deliberately omitted relevant material facts that she knew by virtue of her expertise, that 85% of intact forest landscape is off-limits to forestry by law and is in no danger of being harvested by any company, let alone Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus	Intact Forest Landscape

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						cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. (¶¶ 334, 337.)	
78.	7/21/2015	Amy Moas (GP USA)	Website Publication: Rite Aid: Still Making The Wrong Choice For Forests	“[Resolute Forest Products] is currently bad news for the largest remaining intact forest in North America, the Boreal. And that means bad news for the climate. . . .”	145 FN1, A5	<p>Moas had actual knowledge of or recklessly disregarded the fact that according to the UN Intergovernmental Panel on Climate Change, sustainable forest harvesting and management is one of the most important mechanisms for removing and sequestering greenhouse gases from the atmosphere. Moas knew this fact because GP USA has often cited findings by the Intergovernmental Panel on Climate Change in other campaigns. (¶ 344)</p> <p>Moas knew by virtue of her expertise that Resolute's harvesting did not create a climate change risk comparable to deforestation in Asia, Africa, and South America, and that deforestation caused less than 2% of greenhouse gas emissions in Canada, representing a miniscule .06%</p>	Climate Change

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						of global greenhouse gas emissions. (¶¶ 151-52)	
79.	7/21/2015	Amy Moas (GP USA)	Website Publication: US Pharmacy Giant Rite Aid is Destroying Canada's Boreal Forest	Resolute's "logging is also jeopardizing one of Earth's largest carbon sinks and putting our global climate at risk."	145 FN1, A6	Moas had actual knowledge of the falsity of her statement that Resolute was threatening the Boreal forest's ability to store carbon because, by virtue of her expertise, she knew that Resolute accounts for no forest loss and its impact on climate change (if any) is de minimis. Moas knew that according to the UN Intergovernmental Panel on Climate Change, sustainable forest harvesting and management is one of the most important mechanisms for removing and sequestering greenhouse gases from the atmosphere. Moas knew this fact because GP USA has often cited findings by the Intergovernmental Panel on Climate Change in other campaigns. (¶ 344)	Climate Change
						Moas knew by virtue of her	

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						expertise that Resolute's harvesting did not create a climate change risk comparable to deforestation in Asia, Africa, and South America, and that deforestation caused less than 2% of greenhouse gas emissions in Canada, representing a miniscule .06% of global greenhouse gas emissions. (¶¶ 151-52)	
80.	7/27/2015	Amy Moas (GP USA)	Website Publication: Why Forests Are Critical For Public Health	“[T]he health of forests around the world - and with them the health of billions of people - is in jeopardy. The Canadian Boreal forest, for example, is one of the largest reservoirs of carbon in the world [b]ut it is under threat from unsustainable logging. One company in particular, Resolute Forest Products, is threatening the future of the Boreal forest and the wildlife that rely on it to thrive.”	144-46, 145 FN1, A4	Moas had actual knowledge of the falsity of her statement that Resolute was threatening the Boreal forest's ability to store carbon because she misrepresented the underlying source material discussing the benefits of reforestation and harms of massive deforestation by fire, industrial development and illegal logging in Indonesia, Brazil and Costa Rico, and which state nothing about deforestation in Canada, as support for her claim that the Boreal forest's ability to store carbon is under threat from unsustainable logging from Resolute "in particular." (¶ 145 n.1)	Climate Change

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81.	7/29/2015	Amy Moas (GP USA)	Website Publication: US pharmacy giant making wrong choice for the Boreal Forest	“[T]he Boreal is the world's largest carbon absorbing ecosystem, purifying the air you breathe and keeping the climate stable. . . . But in Canada, one force is cutting out the heart of the forest: destructive logging. A major player in this forest destruction is Resolute Forest Products”	145 FN1, A3	<p>Moas had actual knowledge of the falsity of her statement that Resolute was threatening the Boreal forest's ability to store carbon because, by virtue of her expertise, she knew that Resolute accounts for no forest loss and its impact on climate change (if any) is de minimis. Moas knew that according to the UN Intergovernmental Panel on Climate Change, sustainable forest harvesting and management is one of the most important mechanisms for removing and sequestering greenhouse gases from the atmosphere. Moas knew this fact because GP USA has often cited findings by the Intergovernmental Panel on Climate Change in other campaigns. (¶ 344)</p> <p>Moas knew by virtue of her expertise that Resolute's harvesting did not create a climate change risk comparable to deforestation in Asia, Africa, and South America, and that deforestation caused less than 2% of greenhouse gas emissions in Canada, representing a miniscule .06%</p>	Climate Change
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						of global greenhouse gas emissions. (¶¶ 151-52)	
82.	8/14/2015	Joanna Kerr (GP Canada)	"Collaboration Is The Key To Sustainability In Canada's Boreal Forest"	"woodland caribou herd overlapping Resolute-managed Caribou Forest is experiencing excessive disturbance of its habitat"	162 FN4	Kerr had actual knowledge of the falsity of her statement that Resolute was threatening the survival of caribou because she deliberately omitted relevant material facts that they knew by virtue of her expertise and involvement in the CBFA, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the	Caribou

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						<p>destruction of woodland caribou. (¶¶ 334, 337.)</p> <p>Kerr also had knowledge by virtue of their direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)</p>	
83.	8/14/2015	Joanna Kerr (GP Canada)	"Collaboration Is The Key To Sustainability In Canada's Boreal Forest"	"Over the past year, [Resolute] has seen the [FSC] terminate or suspend its responsible forestry certificates, covering an enormous 8.7 million hectares of Canada's Boreal Forest. Shortcoming in the company's environmental performance documented by the FSC include impact on woodland caribou habitat and old growth forest, failure to protect high conservation values and lack of support from stakeholders for its operations."	186 FN6	<p>Kerr had actual knowledge of the falsity of her statement that Resolute's certificates were terminated or suspended for "shortcomings in [its] environmental performance" because numerous press releases and disclosures issued prior to Kerr's article demonstrated the falsity of allegations of non-conformance, including: (i) an October 31, 2014 press statement by the Quebec Forestry Minister regarding the suspension of Resolute's Lac St. Jean suspension which explained the suspension was due to narrow issues that were the responsibility of the Quebec government, not</p>	FSC

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						<p>Resolute; (ii) a December 31, 2014 press release by FSC auditor Rainforest Alliance which stated that the Mistissini-Peribonka FSC certificate in Quebec terminated as a result of the five-year expiration date of the certification agreement on December 3, 2014, not because of any wrongdoing by Resolute; (iii) a January 13, 2015 FSC press release stated that “[A]ll FSC certificates have a term of 5 years prior to renewal or expiration. In the absence of any renewal or transfer process, the Caribou Forest certificate has expired and thus terminated.” (¶¶ 187, 261.)</p> <p>Moreover, Kerr deliberately omits GP Canada's direct role in procuring the suspension of Resolute's FSC certificates using improper influence.</p>	
84.	10/12/2015	Amy Moas (GP USA)	“Maker of Post-It Notes Lives Up To Promise, Begins to Eliminate Destructive Logger from Supply Chain”	Resolute "is degrading endangered forests, including the habitat of endangered wildlife, like the Woodland caribou."	162 FN4	Moas had actual knowledge of the falsity of her statement that Resolute's harvesting threatened survival of caribou because she deliberately omitted relevant material facts that she knew by virtue of her expertise, that the provincial governments of Quebec and Ontario institute caribou	Caribou

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						habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)	
85.	10/12/2015	Shane Moffat (GP Canada)	“Maker of Post-It Notes Lives Up To Promise, Begins to Eliminate Destructive Logger from Supply Chain”	Resolute "is destroying Endangered Forests that overlap the traditional territory of First Nations communities and which include critical habitat for endangered woodland caribou."	162 FN4	Moffatt had actual knowledge of the falsity of his statement that Resolute harvesting threatened the survival of caribou because he deliberately omitted relevant material facts that he knew by virtue of his expertise, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges are located in areas off limits to forestry. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the	Caribou

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						<p>remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou. (¶¶ 334, 337.)</p> <p>Moffatt also had knowledge by virtue of his direct involvement in the CBFA that GP Canada heralded the agreement as protecting "virtually all of the habitat of woodland caribou" and that the caribou could not go from "protected" to "endangered" because of Resolute's operations, which have remained outside "virtually all of the habitat." (¶¶ 161-64.)</p>	
86.	1/7/2016	Amy Moas (GP USA)	"Resolute Forest Products: Key Risks and Concerns for Investors"	"In addition to abandoning its 80% FSC certification commitment, Resolute had an unprecedented four of its FSC certificates covering more than 8.7 million hectares of Canada's Boreal Forest either suspended (one in Quebec, one in Ontario) or terminated (one in Quebec, one in Ontario) in 2014 and most of 2015 for major non-compliances with FSC criteria. These included overharvesting, inadequate protection for	186 FN6	Moas had actual knowledge of the falsity of her statement that Resolute's certificates were terminated or suspended for "major non-compliances" because numerous press releases and disclosures issued prior to Moas's publication demonstrated the falsity of allegations of non-conformance, including: (i) an October 31, 2014 press statement by the Quebec Forestry Minister regarding the suspension of Resolute's Lac St. Jean suspension which	FSC

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				woodland caribou habitat and old-growth and high conservation value forests, and failure to uphold Principle 3: Indigenous People's Rights."		explained the suspension was due to narrow issues that were the responsibility of the Quebec government, not Resolute; (ii) a December 31, 2014 press release by FSC auditor Rainforest Alliance which stated that the Mistissini-Peribonka FSC certificate in Quebec terminated as a result of the five-year expiration date of the certification agreement on December 3, 2014, not because of any wrongdoing by Resolute; (iii) a January 13, 2015 FSC press release stated that "[A]ll FSC certificates have a term of 5 years prior to renewal or expiration. In the absence of any renewal or transfer process, the Caribou Forest certificate has expired and thus terminated." (¶¶ 187, 261.)	
87.	Feb-16	GP Canada (no author identified)	Endangered Forests in the Balance: The impact of logging reaches new heights in the Montagnes Blanches Endangered Forests	Resolute's "logging operations are central to the fate of the Montagnes Blanches Endangered Forests." (including Greenpeace map of the "Montagnes Blanches")	276, D4	GP Canada had actual knowledge of the falsity of his statement that Resolute was operating in the Montagnes Blanches because GP Canada knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood were overwhelmingly above the Northern Limit of Allocation	Montagnes Blanches

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						and thus off-limits to forestry by law, and that Resolute was not logging in the true Montagnes Blanches region. Moreover, GP Canada's actual malice is demonstrated by its direct role in unilaterally expanding these borders in 2010 to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches, and its direct role in further expanding the region in 2013 for the Boreal Alarm Report. (¶¶ 212-16.)	
88.	Feb-16	GP Canada (no author identified)	Endangered Forests in the Balance: The impact of logging reaches new heights in the Montagnes Blanches Endangered Forests	Between 2000 and 2013, “nearly 50% of the Intact Forest Landscapes in the Montagne Blanches Endangered Forest have been lost or degraded.”	216, 276	GP Canada had actual knowledge of the falsity of his statement that Resolute was operating in the Montagnes Blanches because GP Canada knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not logging in the true Montagnes Blanches region. Moreover, GP Canada's actual malice is demonstrated by its direct role in unilaterally expanding these borders in 2010 to include Resolute's FMUs but not the actual	Montagnes Blanches

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						mountains of the Montagnes Blanches, and its direct role in further expanding the region in 2013 for the Boreal Alarm Report. (¶¶ 212-16.)	
89.	Feb-16	GP Canada (no author identified)	Endangered Forests in the Balance: The impact of logging reaches new heights in the Montagnes Blanches Endangered Forests	"Canada leads the world in loss of intact forests, with 21% of intact forest loss worldwide between 2000 and 2013 occurring in Canada."	274-75	GP Canada had actual knowledge of the falsity of its statement that Canada leads the world in loss of intact forests because it misrepresented the data from the study it cites. In fact, the study it cites says nothing about Resolute and reveals that rather than leading the world in intact forest loss, North America combined lost the least amount of intact forests on Earth. The same study revealed that the majority of intact forest loss in North America was from fire and other natural disturbances. (¶¶ 156-57.)	Intact Forest Landscape
90.	Feb-16	GP Canada (no author identified)	Endangered Forests in the Balance: The impact of logging reaches new heights in the Montagnes Blanches Endangered Forests	"Until recently, Resolute held FSC certificates for logging operations in several of the [FMUs] overlapping with the Montagnes Blanches (FMUs 24-51, 25-51, 27-51 overlap with this Endangered Forest). Unfortunately, independent auditors found that within 6 million hectares covered by two FSC certificates, Resolute failed to meet	277	GP Canada had actual knowledge of its falsity of her statement that Resolute's certificates were terminated or suspended for "shortcomings" because numerous press releases and disclosures issued prior to its publication demonstrated the falsity of allegations of non-conformance, including: (i) an October 31, 2014 press statement by the Quebec	FSC

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				<p>many of the elements of the FSC National Boreal Standard. These non-compliances led to the suspension of one certificate (called the Lac St-Jean certificate) and the suspension and eventually the termination of another (the Mistissini-Peribonka certificate). The auditors noted shortcomings in regards to woodland caribou habitat protection, the maintenance in regards of old-growth area and high conservation value forests, and disputes with Indigenous Peoples, amongst others."</p>	<p>Forestry Minister regarding the suspension of Resolute's Lac St. Jean suspension which explained the suspension was due to narrow issues that were the responsibility of the Quebec government, not Resolute; (ii) a December 31, 2014 press release by FSC auditor Rainforest Alliance which stated that the Mistissini-Peribonka FSC certificate in Quebec terminated as a result of the five-year expiration date of the certification agreement on December 3, 2014, not because of any wrongdoing by Resolute; (iii) a January 13, 2015 FSC press release stated that "[A]ll FSC certificates have a term of 5 years prior to renewal or expiration. In the absence of any renewal or transfer process, the Caribou Forest certificate has expired and thus terminated." (¶¶ 187, 261.)</p> <p>Moreover, GP Canada deliberately omits its direct role in procuring the suspension of Resolute's FSC certificates using improper influence. (¶¶ 282-89, 336)</p>	
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91.	Feb-16	GP Canada, along with GP USA	"Certification Update: Montagnes Blanches Endangered Forest"	"The [FSC] certificate for Resolute's Lac St. Jean tenures [FMUs] 22-51, and 25-51[] remain suspended due to failure to conserve the threatened woodland caribou, protect old growth forests, conserve intact forest landscapes and maintain indigenous rights. . . . Resolute's Mistassini-Peribonka FSC certificate for FMUs 24-51 and 25-51 covering more than 2.4 million hectares has been permanently terminated."	186 FN6, 278	GP Canada had actual knowledge of its falsity of its statement that Resolute's certificates were terminated or suspended for "shortcomings" because numerous press releases and disclosures issued prior to its publication demonstrated the falsity of allegations of non-conformance, including: (i) an October 31, 2014 press statement by the Quebec Forestry Minister regarding the suspension of Resolute's Lac St. Jean suspension which explained the suspension was due to narrow issues that were the responsibility of the Quebec government, not Resolute; (ii) a December 31, 2014 press release by FSC auditor Rainforest Alliance which stated that the Mistissini-Peribonka FSC certificate in Quebec terminated as a result of the five-year expiration date of the certification agreement on December 3, 2014, not because of any wrongdoing by Resolute; (iii) a January 13, 2015 FSC press release stated that "[A]ll FSC certificates have a term of 5 years prior to renewal or expiration. In the absence of any renewal or	FSC
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						transfer process, the Caribou Forest certificate has expired and thus terminated.” (¶¶ 187, 261.) Moreover, GP Canada deliberately omits its direct role in procuring the suspension of Resolute's FSC certificates using improper influence. (¶¶ 282-89, 336)	
92.	3/23/2016	Amy Moas (GP USA)	Letter to McGraw Hill	"The Montagnes Blanches Endangered Forest has been in the public spotlight for some time because of the ongoing loss of intact forests and decline of the endangered woodland caribou. . . . The Montagnes Blanches is a critical battleground for the health of the Boreal forest because of the operations of one company in particular, Resolute Forest Products." Attaching "Montagnes Blanches Endangered Forest" report	279, 406 (Table A n. 164)	Moas had by virtue of her expertise actual knowledge of the universally understood borders of the Montagnes Blanches as historically delineated by the Quebec government. Moas's knowledge may also be inferred from the fact that her close colleague, Daniel Brindis worked with GP Canada to unilaterally expand the map in 2013. Moreover, Moas's knowledge may be inferred from her frequent close collaboration with Shane Moffatt, a core member of GP Canada's Boreal Forest team, who was also directly involved in the expansion of the map. (¶¶ 212-16.)	Montagnes Blanches

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93.	3/23/2016	Amy Moas (GP USA)	Letter to McGraw Hill	"By continuing to manage this area without science-based conservation measures, Resolute is actively contributing to the loss of intact forests and woodland caribou habitat."	B6	Moas had actual knowledge of the falsity of her statement that Resolute's harvesting threatened intact forests and caribou because she deliberately omitted relevant material facts that he knew by virtue of his expertise, that the provincial governments of Quebec and Ontario institute caribou habitat protection, and pursuant to these protections, 77% and 76% of woodland caribou ranges and 85% of intact forest landscape are located in areas off limits to forestry by law. (¶ 338.) And in the remaining areas where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot be singularly responsible for the destruction of woodland caribou or intact forest landscape below the northern limits. (¶¶ 334, 337.)	Intact Forest Landscape Caribou
94.	Mar-16	Amy Moas (GP USA)	Letter to News Corp	Transmitting "Endangered Forests in the Balance" and "Certification Update: Montagnes Blanches Endangered Forest"	279	Moas had by virtue of her expertise actual knowledge of the universally understood borders of the Montagnes Blanches as historically delineated by the Quebec government. Moas's	Montagnes Blanches

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						knowledge may also be inferred from the fact that her close colleague, Daniel Brindis worked with GP Canada to unilaterally expand the map in 2013. Moreover, Moas's knowledge may be inferred from her frequent close collaboration with Shane Moffatt, a core member of GP Canada's Boreal Forest team, who was also directly involved in the expansion of the map. (¶¶ 212-16.)	
95.	Mar-16	Amy Moas (GP USA)	Letter to Workman Publishing	Transmitting "Endangered Forests in the Balance" and "Certification Update: Montagnes Blanches Endangered Forest"	279	Moas had by virtue of her expertise actual knowledge of the universally understood borders of the Montagnes Blanches as historically delineated by the Quebec government. Moas's knowledge may also be inferred from the fact that her close colleague, Daniel Brindis worked with GP Canada to unilaterally expand the map in 2013. Moreover, Moas's knowledge may be inferred from her frequent close collaboration with Shane Moffatt, a core member of GP Canada's Boreal Forest team, who was also directly involved in the expansion of the map. (¶¶ 212-16.)	Montagnes Blanches

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96.	4/19/2016	Shane Moffatt (GP Canada)	Moas and Moffatt Email to Midland Paper	<p>"The Montagnes Blanches is a key battleground for the health of the Boreal forest because of the operations of one company in particular, Resolute Forest Products." (Attaching 2/2016 "Endangered Forests in the Balance" and "Montagnes Blanches Endangered Forests" reports)</p>	280, D3	<p>Moffatt had actual knowledge of the falsity of his statement that Resolute was operating in the Montagnes Blanches because they knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood were overwhelmingly above the Northern Limit of Allocation and thus off-limits to forestry by law, and that Resolute was not logging in the true Montagnes Blanches region. Moreover, Moffatt's actual malice is demonstrated by GP Canada's role in unilaterally expanding these borders in 2010 to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches, and his direct role in further expanding the region in 2013 for the Boreal Alarm Report. (¶¶ 212-14.)</p>	Montagnes Blanches
97.	4/19/2016	Shane Moffatt (GP Canada)	Moas and Moffatt Email to Midland Paper	<p>"[T]he Montagnes Blanches has been in the public spotlight for some time because of the ongoing loss of intact forests and decline of the endangered woodland caribou."</p>	B5	<p>Moffatt had actual knowledge of the falsity of his statement that Resolute was operating in the Montagnes Blanches because they knew that the actual Montagnes Blanches region as historically delineated by Quebec and universally understood were overwhelmingly above the Northern Limit of Allocation</p>	Montagnes Blanches

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						and thus off-limits to forestry by law, and that Resolute was not logging in the true Montagnes Blanches region. Moreover, Moffatt's actual malice is demonstrated by GP Canada's role in unilaterally expanding these borders in 2010 to include Resolute's FMUs but not the actual mountains of the Montagnes Blanches, and his direct role in further expanding the region in 2013 for the Boreal Alarm Report. (¶¶ 212-14.)	
98.	4/19/2016	Amy Moas (GP USA)	Moas and Moffatt Email to Midland Paper	"The Montagnes Blanches is a key battleground for the health of the Boreal forest because of the operations of one company in particular, Resolute Forest Products." (Attaching 2/2016 "Endangered Forests in the Balance" and "Montagnes Blanches Endangered Forests" reports)	280, D3	Moas had by virtue of her expertise actual knowledge of the universally understood borders of the Montagnes Blanches as historically delineated by the Quebec government. Moreover, Moas's knowledge may be inferred from her frequent close collaboration with Shane Moffatt, including on this email, a core member of GP Canada's Boreal Forest team who was directly involved in the expansion of the map. Moas's knowledge may also be inferred from the fact that her close colleague, Daniel Brindis worked with GP Canada to unilaterally expand the map in 2013. (¶¶ 212-16.)	Montagnes Blanches

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99.	4/19/2016	Amy Moas (GP USA)	Moas and Moffatt Email to Midland Paper	"[T]he Montagnes Blanches has been in the public spotlight for some time because of the ongoing loss of intact forests and decline of the endangered woodland caribou."	B5	Moas had by virtue of her expertise actual knowledge of the universally understood borders of the Montagnes Blanches as historically delineated by the Quebec government. Moreover, Moas's knowledge may be inferred from her frequent close collaboration with Shane Moffatt, including on this email, a core member of GP Canada's Boreal Forest team who was directly involved in the expansion of the map. Moas's knowledge may also be inferred from the fact that her close colleague, Daniel Brindis worked with GP Canada to unilaterally expand the map in 2013. (¶¶ 212-16.)	Montagnes Blanches
100.	Apr-16	Amy Moas (GP USA)	Letter to Penguin Random House	Transmitting "Endangered Forests in the Balance" and "Certification Update: Montagnes Blanches Endangered Forest"	279	Moas had by virtue of her expertise actual knowledge of the universally understood borders of the Montagnes Blanches as historically delineated by the Quebec government. Moas's knowledge may also be inferred from the fact that her close colleague, Daniel Brindis worked with GP Canada to unilaterally expand the map in 2013. Moreover, Moas's knowledge may be inferred from her frequent	Montagnes Blanches

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						close collaboration with Shane Moffatt and Richard Brooks, core members of GP Canada's Boreal Forest team, who were also directly involved in the expansion of the map. (¶¶ 212-16.)	
101.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Macmillan Publishers and Holtzbrinck Publishing Group	“In the forests in which Resolute sources fiber . . . herds of caribou have been found to be experiencing levels of disturbance too high for their long term health and survival, as outlined by Canada's Department of the Environment. In particular, in the Montagnes Blanches Forest in Quebec, there are three caribou herds, and in the Caribou Forest in Ontario there is an additional herd where habitat disturbance, including some from Resolute's operations, is jeopardizing their survival.”	304, 360, 369, B4	Moas had actual knowledge of the falsity of her statement that Resolute was logging in the Montagnes Blanches because the Quebec Forestry Minister issued a May 2016 statement admonishing Greenpeace for unilaterally expanding the historically delineated borders of the Montagnes Blanches and attaching a map of the government-recognized borders. (¶¶ 217-18, 304) Moas also knew this statement was false because the May 2016 Complaint in this action informed her of the falsity of this statement. (¶¶ 357-60)	Montagnes Blanches
102.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Macmillan Publishers and Holtzbrinck Publishing Group	"In the last few years Resolute has had four of its FSC certificates either terminated or suspended when independent auditors found environmental nonconformances; including in some instances, harm to old growth forests.	304, 365, C3	Moas had actual knowledge of the falsity of her statement that Resolute's certificates were terminated or suspended for "environmental nonconformances" because numerous press releases and disclosures issued prior to Moas's letter demonstrated the falsity of allegations of non-	FSC

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				<p>Auditors also found Indigenous rights nonconformances in two of these forests."</p>	<p>conformance, including: (i) an October 31, 2014 press statement by the Quebec Forestry Minister regarding the suspension of Resolute's Lac St. Jean suspension which explained the suspension was due to narrow issues that were the responsibility of the Quebec government, not Resolute; (ii) a December 31, 2014 press release by FSC auditor Rainforest Alliance which stated that the Mistissini-Peribonka FSC certificate in Quebec terminated as a result of the five-year expiration date of the certification agreement on December 3, 2014, not because of any wrongdoing by Resolute; (iii) a January 13, 2015 FSC press release stated that "[A]ll FSC certificates have a term of 5 years prior to renewal or expiration. In the absence of any renewal or transfer process, the Caribou Forest certificate has expired and thus terminated." (¶¶ 187, 261.)</p> <p>Moas also knew this statement was false because the May 2016 Complaint in this action informed her of the falsity of this statement. (¶¶ 361-66.)</p>	
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103.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Macmillan Publishers and Holtzbrinck Publishing Group	"The Canadian Boreal forest . . . Contains over 200 billion tons of carbon. However, this beautiful and critically important global resource faces enormous pressure in the face of industrial activities including logging Resolute Forest Products [is] a logging company at the heart of controversy related to destruction of forests in Quebec and Ontario."	304	<p>Moas had actual knowledge of the falsity of her statement that Resolute's operations threatened the Canadian Boreal Forest's ability to store carbon because she deliberately omitted relevant source material that contradicted her statements. Moas relied on a 1998 study based on computer modeling of hypothetical forest landscapes with limited focus on the regions in question, but fails to disclose a more recent (2013) paper by the same scientist, which relied on observed data rather than a computer simulation and concluded that the managed Boreal forest is having a slight cooling effect on global climate, helping rather than further warming the planet. (¶ 342.)</p> <p>Moas was aware of the more recent study by virtue of her expertise and because the May 2016 Complaint and November 2016 Declaration of Peter Reich informed her of the study. (¶¶ 370-73)</p>	Climate Change
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104.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Macmillan Publishers and Holtzbrinck Publishing Group	"In several forest areas that Resolute sources fiber from in Quebec, and from two forest areas from which Resolute manages and sources fiber in Ontario, some Intact Forest Landscapes (IFLs) have been greatly degraded and thus have lost the unique characteristics that define them as IFLs." (linking Endangered Forests in the Balance report)	304	<p>Moas had actual knowledge of the falsity of her statement that Resolute was harming the last intact forest landscape because she deliberately omitted relevant material facts that she knew by virtue of her expertise, that 85% of intact forest landscape in Ontario and Quebec is off-limits to forestry by law and is in no danger of being harvested by any company, let alone Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. (¶¶ 334, 337.)</p> <p>Moas also knew the falsity of this statement because the May 2016 Complaint and November 2016 Declaration of Peter Reich informed her of the falsity of these statements.</p>	Intact Forest Landscape
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105.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Hachette Livre and Hachette Book Group	“In the forests in which Resolute sources fiber . . . herds of caribou have been found to be experiencing levels of disturbance too high for their long term health and survival, as outlined by Canada's Department of the Environment. In particular, in the Montagnes Blanches Forest in Quebec, there are three caribou herds, and in the Caribou Forest in Ontario there is an additional herd where habitat disturbance, including some from Resolute's operations, is jeopardizing their survival.”	304, 360, 369, B4	<p>Moas had actual knowledge of the falsity of her statement that Resolute was logging in the Montagnes Blanches because the Quebec Forestry Minister issued a May 2016 statement admonishing Greenpeace for unilaterally expanding the historically delineated borders of the Montagnes Blanches and attaching a map of the government-recognized borders. (¶¶ 217-18, 304)</p> <p>Moas also knew this statement was false because the May 2016 Complaint in this action informed her of the falsity of this statement. (¶¶ 357-60)</p>	Montagnes Blanches
106.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Hachette Livre and Hachette Book Group	"In the last few years Resolute has had four of its FSC certificates either terminated or suspended when independent auditors found environmental nonconformances; including in some instances, harm to old growth forests. Auditors also found Indigenous rights nonconformances in two of these forests."	304, 365, C3	Moas had actual knowledge of the falsity of her statement that Resolute's certificates were terminated or suspended for "environmental nonconformances" because numerous press releases and disclosures issued prior to Moas's letter demonstrated the falsity of allegations of non-conformance, including: (i) an October 31, 2014 press statement by the Quebec Forestry Minister regarding the suspension of Resolute's Lac St. Jean suspension which explained the suspension was	FSC

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						<p>due to narrow issues that were the responsibility of the Quebec government, not Resolute; (ii) a December 31, 2014 press release by FSC auditor Rainforest Alliance which stated that the Mistissini-Peribonka FSC certificate in Quebec terminated as a result of the five-year expiration date of the certification agreement on December 3, 2014, not because of any wrongdoing by Resolute; (iii) a January 13, 2015 FSC press release stated that “[A]ll FSC certificates have a term of 5 years prior to renewal or expiration. In the absence of any renewal or transfer process, the Caribou Forest certificate has expired and thus terminated.” (¶¶ 187, 261.)</p> <p>Moas also knew this statement was false because the May 2016 Complaint in this action informed her of the falsity of this statement. (¶¶ 361-66.)</p>	
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107.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Hachette Livre and Hachette Book Group	"The Canadian Boreal forest . . . Contains over 200 billion tons of carbon. However, this beautiful and critically important global resource faces enormous pressure in the face of industrial activities including logging Resolute Forest Products [is] a logging company at the heart of controversy related to destruction of forests in Quebec and Ontario."	304	<p>Moas had actual knowledge of the falsity of her statement that Resolute's operations threatened the Canadian Boreal Forest's ability to store carbon because she deliberately omitted relevant source material that contradicted her statements. Moas relied on a 1998 study based on computer modeling of hypothetical forest landscapes with limited focus on the regions in question, but fails to disclose a more recent (2013) paper by the same scientist, which relied on observed data rather than a computer simulation and concluded that the managed Boreal forest is having a slight cooling effect on global climate, helping rather than further warming the planet. (¶ 342.)</p> <p>Moas was aware of the more recent study by virtue of her expertise and because the May 2016 Complaint and November 2016 Declaration of Peter Reich informed her of the study. (¶¶ 370-73)</p>	Climate Change
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108.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Hachette Livre and Hachette Book Group	In several forest areas that Resolute sources fiber from in Quebec, and from two forest areas from which Resolute manages and sources fiber in Ontario, some Intact Forest Landscapes (IFLs) have been greatly degraded and thus have lost the unique characteristics that define them as IFLs. (linking Endangered Forests in the Balance report)	304	<p>Moas had actual knowledge of the falsity of her statement that Resolute was harming the last intact forest landscape because she deliberately omitted relevant material facts that she knew by virtue of her expertise, that 85% of intact forest landscape in Ontario and Quebec is off-limits to forestry by law and is in no danger of being harvested by any company, let alone Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. (¶¶ 334, 337.)</p> <p>Moas also knew the falsity of this statement because the May 2016 Complaint and November 2016 Declaration of Peter Reich informed her of the falsity of these statements.</p>	Intact Forest Landscape
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109.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Penguin Random House	“In the forests in which Resolute sources fiber . . . herds of caribou have been found to be experiencing levels of disturbance too high for their long term health and survival, as outlined by Canada's Department of the Environment. In particular, in the Montagnes Blanches Forest in Quebec, there are three caribou herds, and in the Caribou Forest in Ontario there is an additional herd where habitat disturbance, including some from Resolute's operations, is jeopardizing their survival.”	304, 360, 369, B4	Moas had actual knowledge of the falsity of her statement that Resolute was logging in the Montagnes Blanches because the Quebec Forestry Minister issued a May 2016 statement admonishing Greenpeace for unilaterally expanding the historically delineated borders of the Montagnes Blanches and attaching a map of the government-recognized borders. (¶¶ 217-18, 304) Moas also knew this statement was false because the May 2016 Complaint in this action informed her of the falsity of this statement. (¶¶ 357-60)	Montagnes Blanches
110.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Penguin Random House	"In the last few years Resolute has had four of its FSC certificates either terminated or suspended when independent auditors found environmental nonconformances; including in some instances, harm to old growth forests. Auditors also found Indigenous rights nonconformances in two of these forests."	304, 365, C3	Moas had actual knowledge of the falsity of her statement that Resolute's certificates were terminated or suspended for "environmental nonconformances" because numerous press releases and disclosures issued prior to Moas's letter demonstrated the falsity of allegations of non-conformance, including: (i) an October 31, 2014 press statement by the Quebec Forestry Minister regarding the suspension of Resolute's Lac St. Jean suspension which explained the suspension was	FSC

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						<p>due to narrow issues that were the responsibility of the Quebec government, not Resolute; (ii) a December 31, 2014 press release by FSC auditor Rainforest Alliance which stated that the Mistissini-Peribonka FSC certificate in Quebec terminated as a result of the five-year expiration date of the certification agreement on December 3, 2014, not because of any wrongdoing by Resolute; (iii) a January 13, 2015 FSC press release stated that “[A]ll FSC certificates have a term of 5 years prior to renewal or expiration. In the absence of any renewal or transfer process, the Caribou Forest certificate has expired and thus terminated.” (¶¶ 187, 261.)</p> <p>Moas also knew this statement was false because the May 2016 Complaint in this action informed her of the falsity of this statement. (¶¶ 361-66.)</p>	
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111.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Penguin Random House	"The Canadian Boreal forest . . . Contains over 200 billion tons of carbon. However, this beautiful and critically important global resource faces enormous pressure in the face of industrial activities including logging Resolute Forest Products [is] a logging company at the heart of controversy related to destruction of forests in Quebec and Ontario."	304	<p>Moas had actual knowledge of the falsity of her statement that Resolute's operations threatened the Canadian Boreal Forest's ability to store carbon because she deliberately omitted relevant source material that contradicted her statements. Moas relied on a 1998 study based on computer modeling of hypothetical forest landscapes with limited focus on the regions in question, but fails to disclose a more recent (2013) paper by the same scientist, which relied on observed data rather than a computer simulation and concluded that the managed Boreal forest is having a slight cooling effect on global climate, helping rather than further warming the planet. (¶ 342.)</p> <p>Moas was aware of the more recent study by virtue of her expertise and because the May 2016 Complaint and November 2016 Declaration of Peter Reich informed her of the study. (¶¶ 370-73)</p>	Climate Change
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112.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Penguin Random House	In several forest areas that Resolute sources fiber from in Quebec, and from two forest areas from which Resolute manages and sources fiber in Ontario, some Intact Forest Landscapes (IFLs) have been greatly degraded and thus have lost the unique characteristics that define them as IFLs. (linking Endangered Forests in the Balance report)	304	<p>Moas had actual knowledge of the falsity of her statement that Resolute was harming the last intact forest landscape because she deliberately omitted relevant material facts that she knew by virtue of her expertise, that 85% of intact forest landscape in Ontario and Quebec is off-limits to forestry by law and is in no danger of being harvested by any company, let alone Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. (¶¶ 334, 337.)</p> <p>Moas also knew the falsity of this statement because the May 2016 Complaint and November 2016 Declaration of Peter Reich informed her of the falsity of these statements.</p>	Intact Forest Landscape
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113.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Scholastic	“In the forests in which Resolute sources fiber . . . herds of caribou have been found to be experiencing levels of disturbance too high for their long term health and survival, as outlined by Canada's Department of the Environment. In particular, in the Montagnes Blanches Forest in Quebec, there are three caribou herds, and in the Caribou Forest in Ontario there is an additional herd where habitat disturbance, including some from Resolute's operations, is jeopardizing their survival.”	304, 360, 369, B4	<p>Moas had actual knowledge of the falsity of her statement that Resolute was logging in the Montagnes Blanches because the Quebec Forestry Minister issued a May 2016 statement admonishing Greenpeace for unilaterally expanding the historically delineated borders of the Montagnes Blanches and attaching a map of the government-recognized borders. (¶¶ 217-18, 304)</p> <p>Moas also knew this statement was false because the May 2016 Complaint in this action informed her of the falsity of this statement. (¶¶ 357-60)</p>	Montagnes Blanches
114.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Scholastic	"In the last few years Resolute has had four of its FSC certificates either terminated or suspended when independent auditors found environmental nonconformances; including in some instances, harm to old growth forests. Auditors also found Indigenous rights nonconformances in two of these forests."	304, 365, C3	Moas had actual knowledge of the falsity of her statement that Resolute's certificates were terminated or suspended for "environmental nonconformances" because numerous press releases and disclosures issued prior to Moas's letter demonstrated the falsity of allegations of non-conformance, including: (i) an October 31, 2014 press statement by the Quebec Forestry Minister regarding the suspension of Resolute's Lac St. Jean suspension which explained the suspension was	FSC

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					<p>due to narrow issues that were the responsibility of the Quebec government, not Resolute; (ii) a December 31, 2014 press release by FSC auditor Rainforest Alliance which stated that the Mistissini-Peribonka FSC certificate in Quebec terminated as a result of the five-year expiration date of the certification agreement on December 3, 2014, not because of any wrongdoing by Resolute; (iii) a January 13, 2015 FSC press release stated that “[A]ll FSC certificates have a term of 5 years prior to renewal or expiration. In the absence of any renewal or transfer process, the Caribou Forest certificate has expired and thus terminated.” (¶¶ 187, 261.)</p> <p>Moas also knew this statement was false because the May 2016 Complaint in this action informed her of the falsity of this statement. (¶¶ 361-66.)</p>
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115.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Scholastic	"The Canadian Boreal forest . . . Contains over 200 billion tons of carbon. However, this beautiful and critically important global resource faces enormous pressure in the face of industrial activities including logging Resolute Forest Products [is] a logging company at the heart of controversy related to destruction of forests in Quebec and Ontario."	304	<p>Moas had actual knowledge of the falsity of her statement that Resolute's operations threatened the Canadian Boreal Forest's ability to store carbon because she deliberately omitted relevant source material that contradicted her statements. Moas relied on a 1998 study based on computer modeling of hypothetical forest landscapes with limited focus on the regions in question, but fails to disclose a more recent (2013) paper by the same scientist, which relied on observed data rather than a computer simulation and concluded that the managed Boreal forest is having a slight cooling effect on global climate, helping rather than further warming the planet. (¶ 342.)</p> <p>Moas was aware of the more recent study by virtue of her expertise and because the May 2016 Complaint and November 2016 Declaration of Peter Reich informed her of the study. (¶¶ 370-73)</p>	Climate Change
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116.	12/16/2016	Amy Moas (GP USA)	Moas and Moffatt Letter to Scholastic	In several forest areas that Resolute sources fiber from in Quebec, and from two forest areas from which Resolute manages and sources fiber in Ontario, some Intact Forest Landscapes (IFLs) have been greatly degraded and thus have lost the unique characteristics that define them as IFLs. (linking Endangered Forests in the Balance report)	304	<p>Moas had actual knowledge of the falsity of her statement that Resolute was harming the last intact forest landscape because she deliberately omitted relevant material facts that she knew by virtue of her expertise, that 85% of intact forest landscape in Ontario and Quebec is off-limits to forestry by law and is in no danger of being harvested by any company, let alone Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. (¶¶ 334, 337.)</p> <p>Moas also knew the falsity of this statement because the May 2016 Complaint and November 2016 Declaration of Peter Reich informed her of the falsity of these statements.</p>	Intact Forest Landscape
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117.	May-17	Amy Moas (GP USA)	Publication: “Clearcutting Free Speech: How Resolute Forest Products is going to extremes to silence critics of its controversial logging practices”	“[F]orests undisturbed by industrial development are more resilient in the face of climate change . . . than degraded forests. . . . Resolute is actively logging in and/or sourcing from some of the last large intact areas of this managed forest.”	158, A2	<p>Moas had actual knowledge of or recklessly disregarded the fact that according to the UN Intergovernmental Panel on Climate Change, sustainable forest harvesting and management is one of the most important mechanisms for removing and sequestering greenhouse gases from the atmosphere. Moas knew this fact because GP USA has often cited findings by the Intergovernmental Panel on Climate Change in other campaigns. (¶ 344)</p> <p>Moas knew by virtue of her expertise that Resolute's harvesting did not create a climate change risk comparable to deforestation in Asia, Africa, and South America, and that deforestation caused less than 2% of greenhouse gas emissions in Canada, representing a miniscule .06% of global greenhouse gas emissions. (¶¶ 151-52)</p> <p>Moas also knew the falsity of this statement because the May 2016 complaint in this action, the November 2016 Declaration of Peter Reich, and Resolute's January 2017</p>	Climate Change
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						cease and desist letter informed her of the statements' falsity. (¶¶ 370-73)	
118.	May-17	Amy Moas (GP USA)	Publication: “Clearcutting Free Speech: How Resolute Forest Products is going to extremes to silence critics of its controversial logging practices”	“Resolute has acquired three harvest blocks through auction sales inside the Montagnes Blanches All three sites have been logged”	D2	Moas had actual knowledge of the falsity of her statement that these three harvest blocks were inside the Montagnes Blanches and that Resolute logged in the Montagnes Blanches because the Quebec Forestry Minister issued a May 2016 statement admonishing Greenpeace for unilaterally expanding the historically delineated borders of the Montagnes Blanches and attaching a map of the government-recognized borders. (¶¶ 217-18, 304) Moas also knew this statement was false because the May 2016 Complaint in this action informed her of the falsity of this statement and the January 2017 cease and desist letter from Resolute's counsel again informed her of the falsity of this statement. (¶¶ 357-60)	Montagnes Blanches

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119.	May-17	Amy Moas (GP USA)	Publication: “Clearcutting Free Speech: How Resolute Forest Products is going to extremes to silence critics of its controversial logging practices”	Resolute is responsible for "continued destruction" of "Canada's remaining large intact areas of undisturbed forest."	158 FN3	Moas had actual knowledge of the falsity of her statement that Resolute was harming the last intact forest landscape because she deliberately omitted relevant material facts that 85% of intact forest landscape in Ontario and Quebec is off-limits to forestry by law and is in no danger of being harvested by any company, let alone Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. Moas knew these facts by virtue of her expertise, the May 2016 complaint in this action, the November 2016 Declaration of Peter Reich, and Resolute's January 2017 cease and desist letter. (¶¶ 334, 337.)	Intact Forest Landscape
120.	May-17	Amy Moas (GP USA)	Publication: “Clearcutting Free Speech: How Resolute Forest	"The best available data shows that eight of the caribou herd ranges that overlap with Resolute's	170, 369	Moas knew that she was artificially inflating the number of herds that overlap with Resolute's operations in	Caribou

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			Products is going to extremes to silence critics of its controversial logging practices”	operations in Ontario and Quebec have less than the government identified minimum of undisturbed habitat."		Quebec and Ontario which have less than the government identified minimum of undisturbed habitat. One of the herds is not near any of Resolute's operations but was obviously included because it is the one herd in Quebec and Ontario identified as least likely to survive. Moreover, Moas deliberately omitted the fact that the Environment Canada report which she cites states that two of the eight herds, Churchill and Nipigon, each have undisturbed habitats above the 65% government recommended minimum. Instead, to artificially increase the number of herds GP USA alleges Resolute is negatively impacting, Greenpeace does a "bait and switch" and cites a different study to support its allegations of disturbance of these two herds. (¶ 170.)	
121.	May-17	GPI	Publication of "Clearcutting Free Speech" report on GPI website	Publication of "Clearcutting Free Speech" report on GPI website	308-309	GPI had actual knowledge of the falsity of the report's false statement that three harvest blocks were inside the Montagnes Blanches and that Resolute logged in the Montagnes Blanches because the Quebec Forestry Minister issued a May 2016 statement admonishing Greenpeace for	Montagnes Blanches

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						<p>unilaterally expanding the historically delineated borders of the Montagnes Blanches and attaching a map of the government-recognized borders. (¶¶ 217-18, 304)</p> <p>GPI also knew this statement was false because the May 2016 Complaint in this action informed it of the falsity of this statement. (¶¶ 357-60)</p>	
122.	Jun-17	Rolf Skar (GP USA)	Appearance at Book Expo Convention in NY	Distributed “Clearcutting Free Speech” report	311, A1, B2, D1	<p>Skar had actual knowledge of the falsity of the report's false statement that three harvest blocks were inside the Montagnes Blanches and that Resolute logged in the Montagnes Blanches because the Quebec Forestry Minister issued a May 2016 statement admonishing Greenpeace for unilaterally expanding the historically delineated borders of the Montagnes Blanches and attaching a map of the government-recognized borders. (¶¶ 217-18, 304)</p> <p>Skar also knew this statement was false because the May 2016 Complaint in this action informed him of the falsity of this statement and the January 2017 cease and desist letter from Resolute's counsel again</p>	Montagnes Blanches

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						informed him of the falsity of this statement. (¶¶ 357-60)	
123.	Jun-17	Daniel Brindis (GP USA)	Appearance at Book Expo Convention in NY	Distributed “Clearcutting Free Speech” report	311, A1, B2, D1	<p>Brindis had actual knowledge of the falsity of the report's false statement that three harvest blocks were inside the Montagnes Blanches and that Resolute logged in the Montagnes Blanches because the Quebec Forestry Minister issued a May 2016 statement admonishing Greenpeace for unilaterally expanding the historically delineated borders of the Montagnes Blanches and attaching a map of the government-recognized borders. (¶¶ 217-18, 304)</p> <p>Brindis also knew this statement was false because the May 2016 Complaint in this action informed him of the falsity of this statement and the January 2017 cease and desist letter from Resolute's counsel again informed him of the falsity of this statement. (¶¶ 357-60)</p>	Montagnes Blanches

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124.	6/19/2017	GPI	Publication of "What happened when we demanded that publishers hear the voices of 500,000 of you" on GPI website	"This logging company is controversial to say the least. It logs in intact forests and threatened species' habitat. It has lost environmental certification from the [FSC] on more than 6 million hectares of forestland."	316	GPI had actual knowledge of the falsity of its statement that Resolute was harming the last intact forest landscape because its deliberately omitted relevant material facts that it knew by virtue of its expertise, that 85% of intact forest landscape is off-limits to forestry by law and is in no danger of being harvested by any company, let alone Resolute, and that in the remaining area where Resolute does harvest, Resolute is responsible for only a fraction of the harvesting, with the remaining areas being harvested by other forestry companies that are not mentioned, and thus cannot singularly be responsible for the loss of the last remaining intact forest landscapes in Quebec and Ontario. GPI also knew this statement was false because the May 2016 Complaint and November 2016 Declaration of Reich in this action informed it of the falsity of this statement. (¶¶ 334, 337.)	Intact Forest Landscape
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125.	8/3/2017	Amy Moas (GP USA)	11 People with Extraordinary Power Over the Future of One Threatened Species	"Garneau has overseen the destruction of thousands of hectares of Intact Forest Landscapes within the forests [Resolute] manage in Ontario alone. And Eight of the 10 herds of caribou present within Resolute's operations have experienced more disturbance to their habitat than government scientists consider viable for the caribou's survival."	369	Moas knew that she was artificially inflating the number of herds that overlap with Resolute's operations in Quebec and Ontario which have less than the government identified minimum of undisturbed habitat. One of the herds is not near any of Resolute's operations but was obviously included because it is the one herd in Quebec and Ontario identified as least likely to survive. Moreover, Moas deliberately omitted the fact that the Environment Canada report which she cites states that two of the eight herds, Churchill and Nipigon, each have undisturbed habitats above the 65% government recommended minimum. Instead, to artificially increase the number of herds GP USA alleges Resolute is negatively impacting, Greenpeace does a "bait and switch" and cites a different study to support its allegations of disturbance of these two herds. (¶ 170.)	Caribou
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