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12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14

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

16 Plaintiffs,

17 v.

18 GREENPEACE INTERNATIONAL, *et al.*

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

Hon. Jon S. Tigar
Courtroom 9

**PLAINTIFFS' AMENDED
COMPLAINT**

1 Plaintiffs Resolute Forest Products, Inc., Resolute FP US, Inc., Resolute FP Augusta,
2 LLC, Fibrek General Partnership, Fibrek U.S., Inc., Fibrek International, Inc., and Resolute FP
3 Canada, Inc., (collectively, “Resolute” or “Plaintiffs”), as and for their complaint against
4 Greenpeace International (aka “Greenpeace Stichting Council”), Greenpeace, Inc. (“GP-Inc.”),
5 Greenpeace Fund, Inc. (“GP-Fund”), Daniel Brindis, Amy Moas, Matthew Daggett, Rolf Skar
6 (collectively, “Greenpeace Defendants”), ForestEthics, Todd Paglia (together, “ForestEthics”)
7 and John and Jane Does 1-20 (collectively, “defendants”), allege as follows:

8 **PRELIMINARY STATEMENT**

9 1. “Greenpeace” is a global fraud. For years, this international network of
10 environmental groups collectively calling themselves “Greenpeace” has fraudulently induced
11 people throughout the United States and the world to donate millions of dollars based on
12 materially false and misleading claims about its purported environmental purpose and its
13 “campaigns” against targeted companies. Maximizing donations, not saving the environment, is
14 Greenpeace’s true objective. Consequently, its campaigns are consistently based on sensational
15 misinformation untethered to facts or science, but crafted instead to induce strong emotions and,
16 thereby, donations. Moreover, virtually all of Greenpeace’s fraudulently induced donations are
17 used to perpetuate the corrupted entity itself and the salaries of its leaders and employees.

18 2. Because soliciting money, not saving the environment, is Greenpeace’s primary
19 objective, it has demonstrated time and time again that it will do anything to drive donations,
20 including fabricating evidence. For example, Greenpeace has staged phony photo-ops of seal
21 and other animal slaughters, and fraudulently pawned off common trees felled by natural causes
22 as several hundred year old ancient trees illegally forested by those it falsely vilifies. Indeed,
23 Greenpeace’s most senior leaders have been forced to admit that their goal is not to present
24 accurate facts, but to “emotionalize” issues and thereby “pressure” (i.e. manipulate) their
25 audiences.

26 3. Greenpeace’s most important audience is its prospective donors. To
27 “emotionalize” and manipulate this group, Greenpeace uses what it calls internally “ALARMIST
28 ARMAGEDDONIST FACTOIDS” to induce donations and other support it would not otherwise

1 receive. Indeed, virtually every Greenpeace “ALARMIST AND ARMAGEDDONIST”
2 statement, report, web, and blog post is accompanied with a heavy-handed plea in various forms
3 for the reader to “DONATE NOW.” While Greenpeace holds its campaigns out as “science-
4 based,” the Greenpeace worldwide association has admitted that their allegations “do not hew to
5 strict literalism or scientific precision,” and are instead only “hyperbole” and “heated rhetoric”
6 that cannot be taken “literally.” Of course, were such disclaimers shared with the public when it
7 is bombarded by the untruths these corrupt organizations use to “emotionalize” donors and
8 induce contributions, few if any would make such contributions. The truth is not necessary to
9 Greenpeace; the money is.

10 4. Beyond direct donations, Greenpeace’s lies generate support for boycotts and
11 other adverse actions against its targets and those who dare do business with them. Greenpeace
12 uses these boycotts and other attacks, and the threat of them, to extort public concessions,
13 endorsements, and other benefits from its targets, which it then promotes to potential donors as
14 successes or other reasons to provide even further financial support.

15 5. For decades, Greenpeace has executed its fraudulent campaigns against numerous
16 companies with virtual impunity, and its tactics have become increasingly more aggressive as a
17 result. Since no later than 2012, Resolute has been the target of a self-described “radical”
18 Greenpeace campaign falsely designating Resolute as the Canadian boreal “Forest Destroyer.”
19 The Canadian boreal forest Greenpeace claims Resolute is “destroying” is a vast evergreen forest
20 and ecological system covering thirty-one percent of Canada (and continuing through Eurasia).

21 6. In its own words, Greenpeace’s “Resolute: Forest Destroyer” campaign targets
22 “one particular company, Resolute Forest Products . . . [that is] leading the charge” in
23 “destroying endangered forests,” “operating and sourcing wood” “in violation of law,” and
24 causing the “destruction of endangered species” and “critical caribou habitat” that Greenpeace
25 predicts will lead to a “Caribou Herd Death Spiral,” “extirpation” and “extinction.” The
26 “Resolute: Forest Destroyer” campaign also accuses Resolute of “abandoning,”
27 “impoverishing,” and exploiting the boreal’s indigenous communities, including “ignoring the
28 rights of First Nations Communities,” and “logging on Indigenous People’s land without

1 consent.” And this campaign shamelessly exploits the most followed environmental issue of the
2 day, climate change, by also misrepresenting Resolute’s harvesting as a major climate change
3 risk:

4 The Boreal Forest . . . representing the largest carbon storehouse
5 on the planet, [] plays an essential role in curbing climate change . .
6 . But the mighty Boreal Forest is under serious threat: logging
7 company Resolute Forest Products is destroying vast swathes of
8 this immense ancient forest, logging without the consent of
9 impacted Indigenous Communities, and putting threatened
10 woodland caribou at increased risk.

11 7. Greenpeace’s “Resolute: Forest Destroyer” campaign is malicious, false,
12 misleading, and without any reasonable factual basis in numerous respects. First, Resolute is not
13 a “destroyer” of the boreal forest in any possible sense of the word, and cannot in any way be
14 accurately characterized as such. Canada retains about ninety percent of its original forest cover,
15 with agriculture and urbanization, not forestry and certainly not Resolute, responsible for the ten
16 percent lost over several hundred years. Indeed, less than .5% (.005) of the vast Canadian boreal
17 forest is harvested annually, only a minority of which is harvested by Resolute, while at least five
18 times more is lost annually due to natural causes like fires, insects, disease and blowdowns.
19 Moreover, where Resolute does harvest, every harvested area is promptly regenerated either
20 naturally or by seeding or planting. On average, from 2010-2012, Resolute planted over 60
21 million trees per year. By 2012, Resolute **planted its billionth tree** in Ontario alone and has
22 since continued to plant many millions more.

23 8. Because of these efforts and those of the other Canadian forestry companies, there
24 is virtually no permanent loss of boreal forest acreage annually, and the nominal .02% (.002) that
25 is lost is lost not to forestry, but to industrial and urban development, transportation, recreation,
26 and hydroelectricity. As a result of its record, Resolute has received numerous awards and
27 recognitions for its responsible and sustainable forestry. The claim by Greenpeace -- which has
28 never planted a single tree in the boreal forest -- that Resolute -- which has planted over a billion
 trees in the boreal forest and contributed to **no** permanent loss of forest acreage -- is a “Forest
 Destroyer” is patently false and unfounded. It is a malicious lie.

1 9. Second, it is equally false and unfounded to accuse a company that has not caused
2 any loss of Boreal forest acreage of materially impairing the Boreal forest’s ability to mitigate
3 climate change. Even worse, this accusation ignores the very science Greenpeace purports to
4 rely on, which unequivocally reports that (a) the amount of carbon stored in North American
5 forests has increased by millions of metric tons per year; (b) Canadian forestry caused less than
6 .06% of global greenhouse gas emissions; and, most important, (c) harvesting in the Boreal and
7 other large forests provides the most significant means of **mitigating climate change**, as young
8 forest growth absorbs dramatically more greenhouse gases than older growth, which ultimately
9 emits instead of absorbs such gases. As the United Nations Intergovernmental Panel on Climate
10 Change -- often cited by Greenpeace elsewhere -- has explained:

11 In the long term, a sustainable forest management strategy aimed
12 at maintaining or increasing forest carbon stocks, **while producing**
13 **an annual sustainable yield of timber, fibre, or energy from the**
 forest will generate the largest sustained mitigation benefit.
 (emphasis added)

14 Greenpeace’s climate change attack on Resolute is another blatant and malicious lie.

15 10. Third, Greenpeace’s repeated claim that Resolute’s harvesting is putting
16 threatened woodland caribou herds at risk is also false and misleading because, while associating
17 Resolute with what it calls “dramatic” habitat and population declines, Greenpeace fails to
18 mention that Resolute is actually not the actor responsible for either. As with donors thinking
19 they were fighting forest loss or climate change, donors to this campaign who thought they were
20 saving caribou have been duped.

21 11. Indeed, Greenpeace’s campaign repeatedly fails to disclose that (a) in 2010
22 Resolute and other forestry companies agreed with Greenpeace to, in Greenpeace’s own words, a
23 “moratorium . . . **protecting virtually all of the habitat of the threatened woodland caribou,**”
24 (emphasis added) and Resolute’s operations since that time have remained outside “virtually all
25 of th[at] habitat”; (b) the specific caribou populations whose Quebec habitats Greenpeace claims
26 Resolute impacts constitute a very small percentage of the overall caribou population in Quebec,
27 more than 98% of which remains stable and self-sustaining; (c) even for these few caribou
28 populations Greenpeace singles out, Resolute only operates in very limited portions of their

1 alleged habitats; (d) there is no evidence any Resolute operations have had an actual adverse
2 impact on these caribou; (e) the scientific research Greenpeace purports to rely on against
3 Resolute actually makes clear that, by several orders of magnitude, the real loss of, and risk to,
4 caribou habitats and populations is in western Canada, especially Alberta, far away from
5 Resolute's operations; and (e) Resolute's harvesting is conducted pursuant to forest management
6 plans and certification standards that require caribou habitat protection.

7 12. Fourth, an equally insidious lie about the purported "Resolute: Forest Destroyer"
8 is that it has "abandoned," exploited, and "impoverished" the Boreal's indigenous peoples and
9 operated without regard to their rights. Again, Greenpeace, which does not generate large scale
10 employment or economic opportunities for these indigenous peoples, exploits them with these
11 false attacks in their name against a company that has, in fact, created and sustained numerous
12 jobs, worked to protect the environment, and shared economic opportunities with those
13 indigenous peoples despite difficult economic times and material Greenpeace interference.
14 Sadly, where Resolute has been forced to close certain businesses, Greenpeace's "Resolute:
15 Forest Destroyer" campaign has often been a material direct or indirect contributor to those
16 closures. Indeed, Greenpeace's obvious commitment to using the "Resolute: Forest Destroyer"
17 campaign to generate donations is a major risk and impediment to capital investment in the
18 region and a direct harm to the indigenous peoples who would benefit from such investment and
19 whom Greenpeace dishonestly claims to be protecting.

20 13. Nevertheless, despite this risk and impediment, Resolute still has not, as
21 Greenpeace misrepresents, "abandoned" the local communities, but instead continues to operate,
22 honor its pension and other financial obligations (as opposed to many other forest products
23 companies that have failed to do so) and, where closures are unavoidable, provides support and
24 assistance to those impacted. This is just one of the reasons Resolute (unlike Greenpeace) enjoys
25 broad support from the local communities in the Boreal regions in which it operates and has
26 received numerous awards and recognitions attesting to this truth.

27 14. As with its other campaigns, Greenpeace has repeatedly manufactured facts and
28 evidence to support the "Resolute: Forest Destroyer" campaign's lies. For example, it has

1 published staged photos and video falsely purporting to show Resolute logging in prohibited
2 areas and others purporting to show forest areas impacted by Resolute harvesting when the areas
3 depicted were actually impacted by fire or other natural causes.

4 15. And, as with other campaigns, Greenpeace and others working with it have
5 aggressively targeted Resolute's customers with extortive threats and other illegal conduct. To
6 identify those customers, Greenpeace employees and agents have impersonated Resolute
7 employees, its customers, and others to illegally misappropriate proprietary customer and supply
8 chain information. Once identified, Greenpeace and its co-conspirators have issued extortive
9 demands to these customers to sever their ties with Resolute and publicly endorse the "Resolute:
10 Forest Destroyer" campaign or face crippling boycotts and other threatening behavior accusing
11 them of also being "Forest Destroyers."

12 16. For example, in 2014, the "Resolute: Forest Destroyer" campaign targeted
13 Resolute customer Best Buy on the eve of its busiest online shopping season. When Best Buy
14 ignored Greenpeace's demands, on November 26, 2014, the day before Thanksgiving,
15 Greenpeace launched a very public and well-orchestrated boycott of Best Buy. A Twitter handle
16 Reaper Tango Down -- associated with the cyber-hacktivist group Anonymous -- immediately
17 retweeted Greenpeace's boycott announcements, called Resolute a "Massive Tree Killer," and
18 announced it had attacked and taken down Resolute's website, and later the next day the Forest
19 Products Association of Canada ("FPAC") website with "Denial of Service" cyber-attacks. Best
20 Buy's website began experiencing problems at the same time and would completely crash on
21 November 28th, the "Black Friday" morning after Thanksgiving which is its busiest online
22 shopping day of the year. Remarkably coincidental, or remarkably telling, one of Greenpeace's
23 leaders of the Best Buy attack presciently announced the Best Buy web crash via Twitter
24 virtually the moment it happened and before anyone else. A few days later, Greenpeace induced
25 supporters and co-conspirators to again attack Best Buy's website, which led to over 50,000
26 emails and false product reviews flooding the site. The aggressive attack was effective. Just
27 days later, on December 8, 2014, Best Buy announced it would be shifting its sourcing away
28 from Resolute and towards suppliers who acquiesced to Greenpeace's threatening dictates.

1 17. Greenpeace’s “Resolute: Forest Destroyer” campaign has targeted dozens of other
2 Resolute customers around the world in a similar fashion, leading to lost revenues in an amount
3 Greenpeace itself has publicly calculated to be not less than C\$100 million to date and counting.
4 In addition to these lost revenues, the “Resolute: Forest Destroyer” campaign has severely
5 damaged Resolute’s reputation in the marketplace and business community, with local and
6 government officials, and with the peoples occupying the Boreal forest. It has also caused
7 Resolute to devote substantial fees and expenses to respond to, address, and mitigate the impacts
8 of the “Resolute: Forest Destroyer” disinformation campaign. In total, these damages are far in
9 excess of the C\$100 million Greenpeace estimates.

10 18. The “Resolute: Forest Destroyer” campaign has fraudulently induced many
11 millions of dollars in donations from regular working class people, who have been duped about
12 Greenpeace and Resolute, and, most important, duped into believing their donations were
13 preventing forest loss, mitigating climate change, saving caribou, and helping indigenous
14 peoples. The “Resolute: Forest Destroyer” campaign has also defrauded the United States
15 Treasury by improperly shielding Greenpeace from paying tax on these “donations” even though
16 Greenpeace’s demonstrably untrue business model and false campaigns, including this
17 campaign, are misrepresented in their tax filings and do not qualify for tax exempt treatment
18 because they are designed to secure money to perpetuate the organization and not to undertake
19 legitimate steps to mitigate real environmental issues or serve the public interest. Indeed, it was
20 for this very reason that Greenpeace had its tax exempt status stripped in Canada over 20 years
21 ago and recently has been accused by government officials in India of violating tax laws,
22 engaging in fraudulent accounting, and laundering money.

23 19. Although Greenpeace’s “Resolute: Forest Destroyer” campaign portrays Resolute
24 as an “outlier” engaged in rogue activities, it is Greenpeace that is, by far, the outlier and rogue
25 environmental group engaged in illegal and unethical behavior to make money for itself and its
26 leaders.

JURISDICTION AND VENUE

27 20. This action arises under the Racketeer Influenced and Corrupt Organizations Act
28 (“RICO”), 18 U.S.C. §§ 1961-1968, and state statutes and common law.

1 21. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. § 1331, and has
 2 supplemental jurisdiction over the pendent state-law claims under 28 U.S.C. § 1367. Moreover,
 3 this Court has jurisdiction pursuant to 28 U.S.C. § 1332.

4 22. This Court has personal jurisdiction over Defendants pursuant to, *inter alia*, 18
 5 U.S.C. § 1965 because each Defendant resides in the United States, transacts business on a
 6 systematic and continuous basis here, and/or has engaged in tortious misconduct here in violation
 7 of U.S. law, and under the California long-arm statute, Cal. Civ. Proc. Code § 410.10, because
 8 each Defendant, directly and through agents, transacts business within the state; committed
 9 tortious acts and omissions within the state; committed tortious injury in the state caused by an
 10 act or omission outside the state; regularly does business, engages in persistent course of
 11 conduct, and derives substantial revenue from services rendered in the state; owns, uses and
 12 possesses real property within the state; or is registered to do business in and has consented to
 13 personal jurisdiction in this state.

14 23. Venue for this action is proper pursuant to 28 U.S.C. § 1391(b) because a
 15 substantial part of the events giving rise to Plaintiffs’ claims occurred in this forum and
 16 Defendants are subject to personal jurisdiction in this judicial district. Moreover, numerous
 17 Defendants regularly conduct business in the State of California.

THE PARTIES

18
 19 24. Plaintiff Resolute Forest Products, Inc. (“Resolute Forest Products”) is a
 20 corporation incorporated pursuant to the laws of Delaware and headquartered in Montréal,
 21 Quebec, Canada. Resolute is the parent company of the other Plaintiff entities herein. Together
 22 with the subsidiaries described herein, Resolute is engaged in the forest products industry,
 23 planting and harvesting trees, milling wood and wood fiber to create a diverse range of products,
 24 including market pulp, wood products, newsprint, tissue, and specialty papers as well as power
 25 generation in Canada and the United States. The company owns or operates over forty pulp,
 26 paper, tissue and wood products facilities in the United States, and Canada, and operates mills in
 27 both Canada and the United States, including in West Virginia, Georgia, Tennessee, Alabama,
 28 Mississippi, Florida, Washington State, South Carolina, and Michigan. Resolute employs

1 approximately 8,000 people worldwide, and, in recent years, has annual sales in the range of \$3.5
2 billion. Resolute is the largest producer of newsprint in the world and in North America, the
3 biggest volume producer of wood products east of the Rockies, the third largest market pulp
4 producer in North America, and the largest producer of uncoated mechanical papers in North
5 America.

6 25. Plaintiff Resolute FP US, Inc., is a corporation incorporated pursuant to the laws
7 of Delaware, and is a wholly owned subsidiary of Resolute Forest Products.

8 26. Plaintiff Resolute FP Augusta, LLC is a limited liability company organized
9 under the laws of Delaware with its headquarters and principal place of business in Augusta,
10 Georgia.

11 27. Plaintiff Fibrek General Partnership, acting through its managing partner Fibrek
12 Holding Inc., is a general partnership formed pursuant to the laws of the Province of Quebec and
13 is a wholly owned subsidiary of Resolute Forest Products.

14 28. Plaintiff Fibrek U.S., Inc. is a corporation incorporated pursuant to Delaware law
15 and is a wholly owned subsidiary of Resolute Forest Products.

16 29. Plaintiff Fibrek International Inc. is a corporation incorporated pursuant to the
17 laws of Canada and is a wholly owned subsidiary of Resolute Forest Products.

18 30. Plaintiff Resolute FP Canada, Inc. is a corporation incorporated pursuant to the
19 laws of Canada and is a wholly owned subsidiary of Resolute Forest Products.

20 31. Defendant Greenpeace International (“Greenpeace International” or “GPI”), aka
21 Stichting Greenpeace Council, is a putative Dutch not-for-profit foundation based in Amsterdam,
22 the Netherlands.

23 32. Defendant Greenpeace, Inc. (“GP-Inc.”) is a putative nonprofit corporation
24 organized pursuant to the laws of California and headquartered in Washington D.C., and is
25 licensed to do business and raises funds in the form of donations in many states throughout the
26 United States, including Georgia. It is registered for tax-exempt status as a Section 501(c)(4)
27 “social welfare” organization with the Internal Revenue Service, and describes its social welfare
28 mission as “promot[ing] the protection and preservation of the environment.”

1 33. Defendant Greenpeace Fund, Inc. (“GP-Fund”) is also incorporated under the
2 laws of California and maintains its headquarters in Washington, D.C. GP-Fund is a registered
3 tax-exempt 501(c)(3) “charitable organization,” and is licensed to do business and raises funds in
4 the form of donations in many states throughout the United States. GP-Fund donates a
5 significant amount of funds each year to GP-Inc., some of which is ear-marked for GP-Inc.’s
6 forest campaign, as is intimately involved in the planning of that campaign.

7 34. ForestEthics is a 501(c)(3) corporation organized under the laws of California
8 with headquarters in Bellingham, Washington State. ForestEthics has recently rebranded itself
9 as “STAND.earth.”

10 35. Defendant Todd Paglia is the Executive Director of ForestEthics residing in
11 Washington State.

12 36. Defendant Daniel Brindis is a Senior Forests Campaigner employed at all relevant
13 times by GP-Inc. and resides in San Francisco, California.

14 37. Defendant Amy Moas is a Senior Forests Campaigner employed at all relevant
15 times by GP-Inc. and resides in Las Vegas, Nevada.

16 38. Defendant Matthew Daggett is a Global Campaign Leader employed at all
17 relevant times by Greenpeace International and resides in Saint Petersburg, Florida.

18 39. Defendant Rolf Skar is a Forest Campaign Director employed at all relevant times
19 by GP-Inc. and resides in San Francisco, California.

20 40. John and Jane Does 1 through 20, whose identities are presently unknown to
21 Plaintiffs, include other participants in Greenpeace’s fraudulent campaigns, including its
22 “Resolute: Forest Destroyer” campaign as well as co-conspirators, and/or aiders and abettors of
23 the named Defendants in the scheme, enterprise, and misconduct alleged in this complaint,
24 including, among others, cyber-hacktivists, environmental activists, and certain foundations
25 directing funds to the Defendants.

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1 **STATEMENT OF FACTS**

2 **A. The Criminal Enterprise**

3 41. The campaign against Resolute alleged herein was conducted by an illegal
4 enterprise (the “Enterprise”) consisting of various legally distinct but associated-in-fact
5 environmental groups, individuals, and others who associated together for the purpose of
6 carrying out the pattern of racketeering activity alleged herein, including, but not limited to,
7 using the mails and wires to disseminate false and misleading information to Resolute’s
8 customers and other critical market constituents, defraud donors and steal proprietary
9 information, defrauding the United States Treasury, making bribes and extortive threats,
10 transporting and transmitting misappropriated funds and property through interstate commerce,
11 and conspiracies to do the same. The enterprise associated for the purpose of carrying out these
12 racketeering acts was comprised of, among others, the following members:

13 (a) **Greenpeace International** – Defendant Greenpeace International is a putative
14 Dutch charitable foundation (“Stitching”) formed under the laws of the Netherlands. As a Dutch
15 putative charitable foundation, Greenpeace International has no members or equity capital and is
16 run entirely by its appointed board. Greenpeace International serves as the international
17 coordinating body for a network of over twenty-six legally distinct national and regional
18 associations under the common Greenpeace name, including the Defendants GP- Inc. and GP-
19 Fund in the United States, but which have no formal corporate structure under which anyone is a
20 parent, subsidiary or affiliate of the other. Rather, these are distinct corporate or other legal
21 entities from around the globe associated-in-fact by way of their common use of the Greenpeace
22 name and their long-term and regular long-standing interrelationships and associations, shared
23 objectives, and concerted action. Greenpeace International, among other things, holds the
24 Greenpeace trademark and each of these organizations pays Greenpeace International for the
25 right to use that trademark. These organizations also provide grants, loans, and other financial
26 remuneration to Greenpeace International from time to time and for specific purposes, and
27 Greenpeace International also provides grants and disbursements back to select organizations
28 from time to time to support its international campaigns. As such, Greenpeace International is

1 directly involved in the creation, management, control, and implementation of the associations’
2 coordinated campaigns and associated fundraising.

3 (b) **Greenpeace Fund, Inc.** – Defendant GP-Fund is a 501(c)(3) not-for profit
4 foundation which falsely purports to be exclusively operated for a charitable purpose. It has no
5 voting members and is run exclusively by its board of directors. GP-Fund collects 501(3)(c) tax
6 exempt donations throughout the United States, and distributes those monies to Greenpeace
7 International in the Netherlands and GP-Inc. in the United States. In 2014, GP-Fund collected
8 approximately \$14.8 million and distributed approximately \$6 million of that to Greenpeace
9 International and \$5 million to GP-Inc. in the United States. The rest of the revenue was
10 consumed by salaries and fundraising expenses. Although GP-Fund and GP-Inc. are identified
11 by the Greenpeace association as Greenpeace USA, they are separate and distinct legal entities
12 with no corporate relationship to each other in the form of parent, subsidiary or affiliate. Indeed,
13 their separate tax-status so requires. Like Greenpeace International does throughout the
14 Greenpeace associations, GP-Fund is intimately involved in planning, approval, direction, and
15 monitoring of the GP-Inc. campaigns and activities that it funds and from which it fundraises.

16 (c) **Greenpeace, Inc.** - Defendant GP-Inc. is a nonprofit corporation organized
17 pursuant to the laws of California and headquartered in Washington D.C., and is licensed to do
18 business and raises donations in many states throughout the United States. It is registered for
19 tax-exempt status as a Section 501(c)(4) “social welfare” organization with the Internal Revenue
20 Service, and falsely purports to be operated “exclusively to promote social welfare” and
21 describes its social welfare mission as “promot[ing] the protection and preservation of the
22 environment.” Funded by direct donations as well as grants and loans from GP-Fund, GP-Inc.
23 receives substantial direction, control, and monitoring from Greenpeace International and GP-
24 Fund. It also coordinates closely with other entities in the Greenpeace association, including
25 particularly Greenpeace Canada in executing the campaign directed at Resolute set forth below.

26 (d) **Greenpeace Canada** – Greenpeace Canada is a federally incorporated company
27 with its head offices in Toronto, Ontario and is the Canadian presence of the Greenpeace
28

1 associations. It works closely with Greenpeace International and GP-Inc. in executing the
2 campaign directed at Resolute set forth below.

3 (e) **Matthew Daggett** – Defendant Matthew Daggett is the Greenpeace International
4 Global Campaign Leader for Forests with responsibility for Greenpeace International’s
5 coordination and support for the campaign alleged herein. Defendant Daggett coordinates
6 closely the activities of the various organizations and individuals engaged on the campaign
7 directed at Resolute as alleged herein.

8 (f) **Daniel Brindis** – Defendant Daniel Brindis is a Senior Forest Campaigner for
9 GP-Inc. with responsibility for GP-Inc.’s participation in the campaign directed at Resolute
10 alleged herein.

11 (g) **Amy Moas** – Defendant Amy Moas is a Senior Forest Campaigner for GP-Inc.
12 with responsibility for GP-Inc.’s participation in the campaign directed at Resolute alleged
13 herein.

14 (h) **Rolf Skar** – Defendant Rolf Skar is a Forest Campaigner for GP-Inc. with
15 responsibility for GP-Inc.’s participation in the campaign against Resolute alleged herein.

16 (i) **Richard Brooks** – Richard Brooks was formerly a Forest Campaign Coordinator
17 for Greenpeace Canada during the period relevant to this complaint with responsibility for
18 operating and managing Greenpeace Canada’s coordinated role and participation in the
19 Enterprise’s campaign directed at Resolute alleged herein.

20 (j) **Shane Moffatt** – Shane Moffatt is a Forest Campaigner for Greenpeace Canada
21 with responsibility for operating and managing Greenpeace Canada’s coordinated role and
22 participation in the Enterprise’s campaign directed at Resolute alleged herein.

23 (k) **Nicolas Mainville** – Nicolas Mainville was formerly a Forest Campaigner for
24 Greenpeace Canada during the period relevant to this complaint with responsibility for operating
25 and managing Greenpeace Canada’s coordinated role and participation in the Enterprise’s
26 campaign directed at Resolute alleged herein.

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1 (l) **Annie Leonard** – Annie Leonard is the Executive Director of GP-Fund and GP-
2 Inc. with responsibility for operating and managing the coordinated role and participation of
3 these two Defendants in the Enterprise’s campaign directed at Resolute alleged herein.

4 (m) **ForestEthics** – Defendant ForestEthics is a 501(c)(3) corporation headquartered
5 in Washington State, which is now called STAND. A coalition of three partner organizations,
6 US-based ForestEthics, Canadian-based ForestEthics Advocacy, and ForestEthics Solutions
7 (collectively, “ForestEthics”), ForestEthics has strong ties to Greenpeace, upon which its
8 organization is modeled. Indeed, ForestEthics’ founder, Tzeporah Berman, was the former co-
9 director of Greenpeace International’s Global Climate and Energy Program, and Karen Mahon,
10 the director of ForestEthics Advocacy, was formerly the director of Greenpeace Canada. The
11 two organizations have been described as “close all[ies]” and have a long history of collaborating
12 on campaigns together, including the one directed at Resolute described herein. Like
13 Greenpeace, ForestEthics is known for its coercive and manipulative “campaigns” which have
14 targeted, among others, Victoria’s Secret, 3M and Staples. Following Greenpeace’s blueprint,
15 ForestEthics has aggressively disseminated sensational lies untethered to facts, to threaten,
16 malign, and isolate large corporate targets and extort public concessions, endorsements, and
17 other benefits, which it then touts to potential donors as successes to extort additional financial
18 support. As set forth herein, beginning in 2012, Greenpeace and ForestEthics identified Resolute
19 as a target, and embarked on a years-long “Resolute: Forest Destroyer” campaign. Throughout
20 this campaign, ForestEthics participated directly and indirectly in the criminal enterprise, by
21 among other things, echoing the falsehoods that Greenpeace was disseminating in reports, direct
22 communications, and on Twitter; threatening Resolute’s executives, its customers, and
23 stakeholders; and engaging in other wrongful conduct.

24 (n) **Todd Paglia** – Defendant Todd Paglia is the Executive Director of ForestEthics
25 residing in Washington State and had responsibility for operating and managing ForestEthics’
26 coordinated role and participation in the Enterprise’s campaign directed at Resolute alleged
27 herein.

28

1 (o) **Amanda Carr** – Amanda Carr is a Campaign Director for the Environmental
2 non-government organization (“ENGO”), Canopy. Ms. Carr has operational and managerial
3 control over Canopy’s coordinated role and participation in the Enterprise’s campaign directed at
4 Resolute alleged herein, works in concert with the Defendants and other enterprise members to,
5 among other things, undermine Resolute’s participation in the Canadian Boreal Forest
6 Agreement (“CBFA”) and interfere with Resolute’s relationships with other signatories to and
7 participants in the CBFA.

8 (p) **John and Jane Does** - On a frequent and long-term basis, the Defendants and
9 enterprise members work with third-parties currently unknown to Plaintiffs to illegally
10 misappropriate proprietary and other confidential information from Resolute and its customers as
11 well as targets of other campaigns by impersonating other people and customers and otherwise
12 misrepresenting themselves. The Defendants and enterprise members have also associated with
13 persons unknown to Plaintiffs at this time to engage in illegal cyber-attacks and intrusions on
14 Plaintiffs and their customers. This is part of a broader enterprise practice of engaging in various
15 illegal activities to misappropriate trade and other secrets from, or interfere with, targets of the
16 Enterprise’s campaigns and the customers of those targets.

17 42. Although these persons and entities are distinct and independent of each other,
18 and free and incentivized to act in and advance their own interests independently, they have
19 associated in fact with a common purpose, identifiable relationships, and sufficient longevity to
20 pursue their common purpose. Specifically, beginning from no later than 2012 through to the
21 present they have been engaged in a mutually understood, agreed upon, and coordinated
22 campaign of racketeering activity directed at Resolute.

23 43. The common purpose of the Enterprise was to target Resolute with a
24 disinformation campaign that could be used to fraudulently induce millions of dollars in
25 donations from individual donors and foundations that could be used to fund the salaries of the
26 enterprise members and its leaders, perpetuate more fraudulent fundraising, and expand the
27 campaign to direct attacks on Resolute customers that would provide even more powerful
28 fundraising opportunities.

1 44. The relationship in and among the enterprise members included Greenpeace
2 International providing the right to use the Greenpeace name to enterprise members GP-Inc., GP-
3 Fund, and Greenpeace Canada, funding these entities and underwriting this disinformation
4 campaign, and providing an internet platform and website to support, facilitate, and promote the
5 campaign. In addition, Greenpeace International actively participated in the campaign by
6 publishing and republishing the campaign's disinformation on its own webpages, in direct
7 communications in the market place, and by being directly involved in the operation, control and
8 planning of that campaign through its Defendant and enterprise member Matthew Daggett and
9 his coordination with enterprise members Skar, Moas, Brooks, Brindis, Moffatt, Mainville, and
10 Leonard, all of whom were involved in the operation and control of the campaign. In exchange
11 for this participation, Greenpeace International used the disinformation campaign to directly and
12 fraudulently induce donations and to secure portions of the monies that GP-Fund, GP-Inc., and
13 Greenpeace Canada fraudulently induced from others.

14 45. GP-Fund likewise provided funding to GP-Inc. to underwrite the disinformation
15 campaign, published and republished the disinformation on its own webpages and, along with
16 Greenpeace International, was actively involved in the operation, control and planning of the
17 campaign with GP-Inc., Greenpeace Canada, and other enterprise members. GP-Fund exercised
18 its operation and control through enterprise member Annie Leonard, who is its executive
19 director, and who directed and controlled the activities of GP-Inc. and enterprise members
20 Daniel Brindis, Amy Moas, and Rolf Skar, who operated and controlled GP-Inc.'s enterprise
21 related activities. GP-Fund benefited from this participation by fraudulently inducing donations
22 to itself directly that it used to sustain its continued operations, pay the salary of Annie Leonard
23 and others, and fund even more fundraising by itself and GP-Inc.

24 46. GP-Inc.'s relationship with the Enterprise included receiving funding and
25 substantial support from both Greenpeace International and GP-Fund, including the use of the
26 Greenpeace name and the funding necessary to pay its substantial operating expenses and
27 salaries and fund its execution of the disinformation campaign. GP-Inc. and enterprise members
28 Brindis, Moas, and Skar aggressively prosecuted the disinformation campaign to fraudulently

1 induce donations that then were used to fund GP-Inc.'s operations and enrich GP-Fund and
2 Greenpeace International. These enterprise members also coordinated closely, and mutually
3 operated and controlled the disinformation campaign and broader attacks with Greenpeace
4 Canada and enterprise members Richard Brooks, Shane Moffat, and Nicolas Mainville, including
5 assuming substantial responsibility for the attacks on Resolute customers funded by the
6 disinformation campaign. GPI-Inc. undertook these activities in consultation and coordination
7 with Greenpeace International and GP-Fund as well as enterprise members Greenpeace Canada,
8 ForestEthics, and Canopy. GP-Inc. also worked closely with third-party enterprise members
9 responsible for the theft of proprietary customer and supply trade secrets from Resolute and its
10 customers.

11 47. Greenpeace Canada received funding from Greenpeace International and GP-
12 Fund and worked closely with GP-Inc. in executing the disinformation campaign. Enterprise
13 members Brooks, Moffat, and Mainville conducted the operation and control of these
14 consultations and the implementation of the disinformation campaign. Greenpeace Canada used
15 the disinformation campaign to fraudulently induce donations and procure more financial
16 support from Greenpeace International and GP-Fund.

17 48. ForestEthics and Canopy worked closely with GP-Inc. and Greenpeace Canada in
18 both the dissemination of disinformation and the subsequent aggressive attacks on Resolute's
19 customers and did so to participate in the opportunity to induce donations based on the
20 fraudulent disinformation that would perpetuate these organizations and pay the salaries of its
21 owners and leaders, including ForestEthics leader Todd Paglia and Canopy campaign director
22 Amanda Carr.

23 49. For approximately four years this group and the others comprising the Enterprise
24 have been pursuing the Enterprise's purposes and they continue to do so today.

25 **B. Greenpeace's Fraudulent Scheme**

26 **1. Greenpeace's Pattern And Practice**
27 **Of Fraud, Extortion, And Other Illegality**

28 50. For more than 20 years, the association of distinct regional entities using the
Greenpeace name ("Greenpeace") have strayed further and further away from legitimate

1 environmental work to schemes for generating monies necessary to perpetuate the salaries of
2 their officers and employees and to continue fundraising. If Greenpeace were genuinely focused
3 on the environment, it would be focused on facts, science, and real environmental issues. But
4 Greenpeace has consistently focused instead on sensational headlines that are divorced from real
5 issues and the truth, and crafted instead at maximizing donations. Its approach misleads people
6 about, and misdirects their monies and assistance from legitimate environmental groups and
7 efforts to address real environmental issues.

8 51. Greenpeace's preoccupation with the sensational rather than the accurate has been
9 demonstrated time and time again. For example, in 2006, Greenpeace mistakenly released an
10 unfinished draft email about nuclear power awaiting only the insertion of what the drafter
11 described as an "ALARMIST AND ARMAGEDDONIST FACTOID:" "In the twenty years
12 since the Chernobyl tragedy, the world's worst nuclear accident, there have been nearly [FILL
13 IN ALARMIST AND ARMAGEDDONIST FACTOID HERE]."

14 52. Likewise, in 2009, when a BBC interviewer called its recent claims about arctic
15 summer ice disappearing by 2030 scientifically "preposterous" and "scare mongering," the
16 leader of Greenpeace International at the time, Gerd Leipold, did not clarify or defend the
17 accuracy of those claims, but defended instead Greenpeace's right and intent to "emotionalize"
18 people and cause "pressure" on its target audiences: "We as a pressure group have to
19 emotionalize issues. We are not ashamed of emotionalizing issues." Even though Greenpeace
20 International would subsequently admit that "[a]s a climate scientist himself [Leipold] rightly
21 knows that no scenario currently predicts the collapse of the entire land-based ice sheet as early
22 as 2030," when asked in that interview to admit this very fact he well knew to be true, Leipold
23 first claimed "I don't know" and then "I don't think it will" in an abject refusal to unequivocally
24 acknowledge what even his own organization later admitted was an unequivocal scientific fact
25 lest he diminish the "emotionalizing" he believed his group was trying to manufacture.
26 Emotions, not facts, are the bread and butter of Greenpeace.

27 53. Greenpeace needs to "emotionalize" issues rather than report facts to generate
28 sufficient donations that its bloated and ineffective operations would not otherwise generate. For

1 example, well over 60% of GP-Inc.'s annual revenues go to the six-figure salaries of its
2 executives and the salaries and benefits of its other employees. A whopping 94% of revenue is
3 consumed by salaries and administrative and fundraising expenses, including office expenses, IT,
4 travel, lodging, conferences, and telemarketing expenses. That is to say, far from an
5 organization that actually does things to improve the environment, Greenpeace is fundamentally
6 a fundraising organization that raises funds to pay its leaders and continue raising more funds.

7 54. But this is not how it portrays itself to donors. Thus, at the heart of this
8 fraudulent scheme are fundamental lies as to what Greenpeace is and does, the manner in which
9 donation dollars are used, and the specific misrepresentations it makes about its campaigns and
10 targets. These lies are perpetuated on donors, tax authorities, targets and their customers, and the
11 public at-large.

12 55. In perpetuating this fraudulent scheme, Greenpeace has developed a playbook
13 that is readily recognizable. It identifies or manufactures a hot-button environmental issue;
14 disseminates sensational, alarmist, and false claims about impending calamity related to that
15 issue; targets a high-profile company to vilify for the impending calamity, including by staging
16 fake videos, photographs, and other evidence (such as staging animal slaughters by Greenpeace
17 members impersonating others, and misrepresenting ordinary trees that have fallen as "ancient
18 trees" harvested by its targets or photos and videos of one location or event passed off as
19 another); bombards supporters with urgent requests to "DONATE NOW"; and directs extortion
20 demands, tortious interference, and other illegal conduct at its targets and their customers. When
21 Greenpeace's extortion succeeds, it insists that its target publicly endorse its campaign and lies,
22 which it then uses to drive more donations and attacks.

23 56. A prime example of Greenpeace's *modus operandi* is its long running campaign
24 against commercial fishing. In the 2000's, Greenpeace began manufacturing sensational claims
25 about over-fishing and the purportedly impending extinction of dozens of fish species. Not
26 surprisingly, these species corresponded with 50% of all currently available seafood sold in U.S.
27 grocery stores, which Greenpeace then targeted along with the fishing industry in an
28

1 “ALARMIST AND ARMAGEDDONIST” fundraising campaign that included sensational and
2 untrue publications like, “Carting Away the Oceans: Grocery Stores are Emptying the Seas.”

3 57. This campaign included sensational claims, among other things, that 90% of all
4 large predatory fish had already been lost, and that absent urgent and drastic action by its
5 audiences (i.e., donors making donations), oceanic fish stocks would collapse within decades.
6 These “ALARMIST AND ARMAGEDDONIST” claims had no basis in fact or science. They
7 were just another Greenpeace lie.

8 58. Indeed, at the time, the National Oceanic and Atmospheric Administration
9 (“NOAA”) and other international agencies monitoring ocean fisheries were reporting that many
10 of the species Greenpeace said were expiring were actually thriving, and those still facing
11 challenges were recovering under rigorous management plans. For example, while Greenpeace
12 identified Alaskan Pollack, Yellow Fin Tuna, Bigeye Tuna, Monk Fish, and various other
13 species as near extinction, NOAA identified none of these species as “overfished” and many for
14 which instead it reported that “population levels are high.” Likewise, Greenpeace also warned
15 that supermarket sales were depleting the ocean shrimp stocks even though virtually all
16 supermarket shrimp was sourced from farms. Because Greenpeace knew these to be the actual
17 facts, its sensational claims otherwise were intentionally false and misleading.

18 59. Greenpeace’s campaign particularly zeroed in on the tuna industry, with the usual
19 “ALARMIST AND ARMAGEDDONIST FACTOIDS” about impending extinction. However,
20 international agencies actually monitoring the tuna stocks, in collaboration with responsible
21 environmental organizations who actually care about the science, facts, and real environmental
22 protection, were correctly reporting that the commercially fished tuna stocks had not declined in
23 60 years:

24 Tuna and billfish . . . are fished at levels that will provide
25 maximum sustainable yield and are at the abundance that will
26 produce maximum sustainable yield. The U.S. Fisheries are doing
extremely well.

27 60. Undeterred, Greenpeace also issued sensational alerts about the massive amounts
28 of “by-catch” of non-tuna in tuna nets. Again, however, this “emotionalizing” issue ignored the
science and facts, which showed that by-catch had been reduced to less than 5% in the industry.

1 Nevertheless, Greenpeace has adopted the preposterous claim that the world's tuna demand
2 should be caught only with rod and reel to avoid any by-catch at all. This is nothing more than
3 an assertion that people should no longer eat tuna. More important, even if such methods could
4 satisfy the world's tuna demand, doing so would be entirely inconsistent with Greenpeace's
5 claims and fundraising on climate change because doing so would exponentially increase the
6 carbon footprint of the tuna fishing fleet, which would need to be far bigger and operate far
7 longer if forced to apply such inefficient means. It would also require the massive catch of bait
8 fish vastly in excess of the amounts of non-tuna by-catch Greenpeace was purporting to protect
9 in the first place. A less coherent position could not be conceived. But coherence, science, and
10 truth are not important to Greenpeace leadership; inducing donations by whatever means
11 necessary is.

12 61. Indeed, were Greenpeace interested in science, facts, and real results, it would not
13 have refused for over five years to participate in the International Seafood Sustainability
14 Foundation's ("ISSF") highly successful work improving sustainable commercial tuna fishing.
15 Reflecting a legitimate environmental campaign, this organization is comprised of the tuna
16 industry, leading marine biologists and scientists, and a Who's Who of responsible
17 environmental groups, including the World Wildlife Fund ("WWF"), FishWise, New England
18 Aquarium, Conservation International, SeaFoodWatch, Bird Life International, NOAA, Union of
19 Concerned Scientists, Shark Advocates International, Hawaii Pacific University, and Sustainable
20 Fisheries. These environmental groups, serious about sustaining the tuna stocks, along with the
21 scientific community and the industry members, who also want to preserve the species upon
22 which their livelihood depends, have worked diligently to dramatically improve the sustainability
23 of the species and reduce the fishing fleet's environmental impact.

24 62. Were Greenpeace serious about sustainable tuna fishing it would participate in
25 these efforts. It does not because doing so offers minimal fundraising potential. Instead, it
26 motors around the ocean in a 240-foot former-Soviet naval vessel, powered by two 3,000 hp gas-
27 powered engines, pumping out sensational but environmentally irrelevant or detrimental
28 fundraising photos and videos, including, ironically, of it using speedboats, helicopters, drones,

1 and submarines to destroy greenhouse gas reducing Fish Aggregating Platforms that ISSF
2 members have developed and deployed to minimize the fishing fleet's carbon footprint.

3 63. Likewise, in December 2014, a major international climate change conference
4 was held in Peru. Rather than focus its efforts on participating in that conference, Greenpeace
5 again elected instead to pursue an environmentally devastating publicity stunt at a Peruvian
6 UNESCO Heritage Site miles away. That site, called the Nazca Lines, is a precious moon-like
7 landscape that, because of the environment, has preserved large, extremely fragile geoglyphic
8 figures ancient peoples formed over 2,500 years ago by removing rocks forming a thin patina
9 cover over white sands. Walking in the Nazca Lines is illegal because doing so necessarily and
10 permanently alters the landscape and, thus, the geoglyphics. Unconcerned, a gaggle of
11 blundering Greenpeace activists trolloped to, on, and around the site to unfurl a large banner.
12 When they left, they had permanently defaced this several thousand-year-old UNESCO Heritage
13 Site. Although Greenpeace purported to apologize for this damage, it refused to identify the
14 members responsible for the illegal destruction and to this day is harboring and protecting those
15 eco-terrorists from justice.

16 64. A year later, Greenpeace's dishonesty and malice would again be revealed when,
17 in December 2015, it targeted distinguished Physicist William Happer the day before he was to
18 testify to Congress on CO₂. Attempting to intimidate and discredit Dr. Happer, Greenpeace
19 engaged in a pre-textual email contact in which it impersonated a representative of a Middle
20 Eastern fossil fuel company and offered to hire Dr. Happer to write a paper to support their CO₂
21 position. Dr. Happer first sent them prior papers he had already published to make clear what his
22 position was, and then also warned them that he did believe fossil fuels caused environmental
23 problems even though he believed certain exaggerated concerns about CO₂ were not scientific.
24 Dr. Happer asked for no remuneration, and when Greenpeace kept pressing to provide some, he
25 made clear that (unlike Greenpeace) he was not motivated by money but would write what he
26 believed as "a labor of love" for science and a subject he cared deeply about: "My activities to
27 push back against climate extremism are a labor of love, to defend the cherished ideals of science
28" Instead, "if" the company wanted to reimburse him, he explained he would rather they

1 donate “whatever” amount to a charitable scientific organization that educated on this issue but
2 paid him nothing: “If your client was considering reimbursing me for writing something, I
3 would ask for whatever fee would come to me would go directly to CO₂ coalition . . . [which]
4 occasionally covers travel expenses but pays me no fees or salary.”

5 65. Ignoring this impeccable exchange, the evening before he was to testify,
6 Greenpeace attempted to intimidate Dr. Happer by threatening to publish a story about him and
7 “how fossil fuel companies are able to pay academics to produce research which is of benefit to
8 them.” Of course, his exchange showed no such thing and, in fact, reflected the opposite. When
9 he testified anyway, Greenpeace carried out its threat by publishing a report about him called
10 “Academic-For-Hire” falsely claiming that he had agreed to be “secretly pa[id]” to “write
11 research sowing doubts about climate change and promote the company’s commercial interests.”
12 The story was pure libelous smear as Dr. Happer (a) made clear he did not want to get paid but
13 would write out of “a labor of love;” (b) was not going to get paid anything; (c) made clear he
14 would only write about research and conclusions he had already published; and (d) merely
15 deflected Greenpeace’s repeated efforts to get him to accept payment by stating that “if”
16 Greenpeace wanted to “consider[] reimbursing” him it could instead donate “whatever” amount
17 to a charity from which he received no remuneration. Greenpeace then publicly confronted Dr.
18 Happer in Congress as he sat for testimony by loudly repeating these slanderous charges before
19 being forcibly removed from the chamber.

20 66. This pattern of fraud, deceit, extortive threats, and other illegal activities by
21 Greenpeace has been going on for decades. As a Greenpeace founder, Dr. Patrick Moore, has
22 explained, once Greenpeace attained a significant public profile, others in the organization saw it
23 as a means not to pursue legitimate environmental work, but instead corrupted the organization
24 into a means of enriching themselves through perpetual fraudulent fundraising. As a result,
25 among other things, Canadian authorities long ago revoked Greenpeace’s charitable status
26 because its sensational claims “served no public purpose,” and authorities in India are also
27 attempting to revoke its charitable status and business registration and investigating it for
28 fraudulent accounting and tax evasion. Just months ago, founder Moore labelled Greenpeace a

1 “monster” engaged in “extremism,” “RICO,” “wire-fraud,” “witness tampering” and
2 “obstruction of justice.” Resolute is only the latest target of this fraudulent and illegal operation.

3 **2. The Illegal Campaign Against Resolute**

4 67. Since no later than the end of 2012, the Greenpeace Defendants and other
5 organizations and persons constituting the Enterprise alleged herein have prosecuted an
6 unrelenting and increasingly hostile campaign against the Plaintiffs. This Enterprise collectively
7 agreed no later than the second half of 2012 to specifically target Resolute with a campaign, the
8 explicitly stated objective of which was to ruin Resolute’s brand and business and that of any
9 customer who did business with it.

10 68. As part of the campaign plan, the Enterprise members agreed to widely
11 disseminate and publicize an intentionally and materially false, misleading, and defamatory
12 narrative depicting Resolute as, according to the Enterprise members, “the most regressive forest
13 products company” in the world and an “outlier” in the Canadian Boreal forest. Conversely, the
14 campaign would promote competitors as responsible companies with whom Resolute customers
15 should do business with instead, even though those companies and Resolute were, at a minimum,
16 identically situated. The intentionally misrepresented narrative would form the basis for
17 interference with Resolute’s customers and certification partners and to raise money for the
18 Enterprise members.

19 69. In agreeing on the campaign against Resolute, the Enterprise members elected to
20 abandon the Canadian Boreal Forest Agreement (“CBFA” or “Agreement”) that they and other
21 ENGOs had only two years earlier hailed as an “historic agreement” that “protected virtually all
22 of the critical habitat of the threatened woodland caribou.” Under the CBFA, Resolute and other
23 forest companies operating in the Boreal had joined with leading ENGOs, including Enterprise
24 members Greenpeace Canada, ForestEthics, and Canopy, to form what the ENGOs called the
25 “largest forest conservation agreement of its kind in history” under which:

26 companies involved are proposing to voluntarily relinquish their
27 rights to [harvest] areas equivalent to about 70 million acres – an
28 area as large as Montana . . . We have never, in our experience,
seen the forest industry willing to make these kinds of adjustments
to their logging plans . . . if the agreement ultimately becomes

1 permanent it will completely change the face of logging in the
2 Boreal forest.

3 70. Under that Agreement, the environmental groups, including Greenpeace Canada
4 and ForestEthics, agreed not to campaign against signatory forest companies in exchange for
5 commitments from those forestry companies to only harvest in agreed upon areas while the
6 parties developed joint conservation plans based on a detailed, rigorous, and specifically
7 delineated scientific process. The agreement and that scientific process had a fundamental
8 overarching principle: the Agreement’s collaboration and rigorous scientific process would
9 ensure that market demand for wood was met through environmentally responsible and
10 sustainable means.

11 71. On May 6, 2011, on the one-year anniversary of the CBFA, the Enterprise, in a
12 statement issued by Greenpeace Canada, praised the “historic agreement’s” impact and
13 “significant” progress, especially the fact that it had already provided what the Enterprise,
14 through Greenpeace Canada, described as a “moratorium . . . protect[ing] “virtually all of the
15 habitat of the threatened woodland caribou”:

16 A year after the signing and announcement of the Canadian Boreal
17 Forest Agreement (CBFA), there has been significant progress on
18 implementation. Greenpeace negotiated and signed the CBFA
19 because of tremendous potential for conservation that it presents.
20 The forest industry has finally accepted there is an urgent need to
21 create large protected areas in the commercial Boreal forest in
22 order to preserve biodiversity and habitat-of-species at risk, such as
23 the woodland caribou . . . To maintain the ‘solutions-minded’
24 space to allow this to occur, the logging companies have agreed to
25 a moratorium on logging in nearly 29 million hectares of the 72
26 million hectares of Canadian Boreal Forest covered by the CBFA.
27 The moratorium area protected virtually all of the habitat of the
28 threatened woodland caribou. (emphasis added).

29 72. At all times prior to and after the launching of the campaign, Resolute operated
30 outside of “virtually all of the habitat of the threatened woodland caribou” identified by
31 Greenpeace Canada as the “moratorium area.” In addition, Resolute committed thousands of
32 hours to analyzing and proposing additional protected lands to protect woodland caribou,
33 including proposals to increase such areas by 1.7 million hectares in Quebec and 2 million
34 hectares in Ontario; matched funds raised by ENGOS to conduct research on species
35 management; proposed bringing indigenous communities and governments into the CBFA

1 process so that its goals could be more quickly implemented; and prepared detailed management
2 plans in collaboration with ENGOs, indigenous communities, and governments.

3 73. Indeed, among the notable accomplishments, Greenpeace Canada publicly touted
4 at the CBFA's one-year anniversary was a joint caribou management plan Greenpeace Canada,
5 Resolute, and others submitted to the Ontario government. The joint plan covered a "critical
6 caribou range" for a herd that was identified as non-self-sustaining and whose population was
7 declining. Nevertheless, consistent with the Agreement's core principles, after completing the
8 delineated scientific assessment, the joint plan allocated 2.2 million hectares of that caribou
9 range for harvesting pursuant to certain guidelines that would minimize the impact on, and
10 stabilize, the herd; and 800,000 hectares where there would be no harvesting. Additional caribou
11 and conservation plans were underway for the other regions of Quebec and Ontario that likewise
12 contemplated a combination of both harvesting and protection in each forest tenure and caribou
13 range. In the meantime, Resolute continued to honor the "moratorium" that "protect[ed]
14 virtually all of the critical habitat of the threatened woodland caribou."

15 74. Nevertheless, by the second half of 2012, the Greenpeace Defendants secretly
16 decided to scuttle the agreement, and Enterprise members ForestEthics and Canopy joined in that
17 effort. The Agreement's requisite collaboration and rigorous scientific analysis took substantial
18 time and effort that the Greenpeace Defendants decided would be better spent on a sensational
19 public campaign against Resolute that would generate substantial publicity and donations for the
20 Greenpeace network, and perhaps force timber companies to make concessions faster than could
21 be done under the scientific CBFA process. Rather than simply publicly disclosing the real
22 reasons for its decision, Greenpeace Canada, in concert with the other Greenpeace Defendants,
23 ForestEthics, and Canopy, concocted a scheme to falsely accuse Resolute of breaching the
24 CBFA as a pretext for the withdrawal and the aggressive campaign to be prosecuted against
25 Resolute thereafter.

26 **a. The Campaign Plan**

27 75. The agreed upon campaign plan was to intentionally misrepresent Resolute as a
28 rogue bad actor operating with a reckless environmental disregard that risked caribou extinction,

1 boreal deforestation, adverse climate change, and violated First Nation rights. The Enterprise
2 members knew these claims were not true, and did not believe them to be true, as evidenced by,
3 among other things, the fact that Resolute’s behavior was and has continued to be squarely
4 within the bounds of what was acceptable to them under the CBFA which the Enterprise
5 members touted as “historic” and protective of “virtually all of the critical habitat of the
6 threatened woodland caribou.”

7 76. The Enterprise’s campaign plan against Resolute was the subject of months of
8 discussion in and among the Enterprise members since no later than late-2012 and early 2013,
9 and was ultimately reduced to writing in an operational memorandum. That memo outlined the
10 extortive threat the Enterprise would make against Resolute, and the actions it would take to
11 destroy Resolute if it did not capitulate to those extortive threats.

12 77. Among other things, the planning memorandum stated that unless Resolute
13 agreed to unspecified terms dictated by the Enterprise, the Enterprise would aggressively
14 disseminate the intentional misrepresentations that Resolute violated the CBFA and stood alone,
15 as rogue environmental bad actor, among competitors and other CBFA members:

16 ENGOs announce that Resolute has failed to live up to its commitment
17 under the CBFA, that they will no longer negotiate with Resolute or attend
18 any meetings attended by Resolute – likely contrasted by an announced
19 intention to carry on work implementing the CBFA with the remaining
20 FPAC members, referencing the positive work taking place there.

21 These claims were materially false and misleading and known to be so by each Enterprise
22 member because each knew that Resolute not only had abided by its commitments under the
23 CBFA, it had exceeded those commitments and those undertaken by its competitors. Moreover,
24 there was no reasonable factual basis for singling out Resolute’s performance under the CBFA as
25 deficient or materially below that of other similarly situated CBFA members, and certainly not to
26 extoll and promote one CBFA member while disparaging Resolute for the same conduct.

27 78. The planning memorandum also made clear that Resolute alone would be targeted
28 (“ENGOs commence very targeted market campaign directed at Resolute”) based on the
intentionally misrepresented claim that “Resolute [was] threatening the most significant global
conservation agreement (i.e., the CBFA).” As part of the campaign, the memorandum further

1 explained that “[a]ll ENGOs [would be] involved in that campaign . . . [with] GP US and GPI
2 becom[ing] actively involved, with the intent of creating a threat to the brands of any customers
3 who buy from Resolute (i.e., they will ask customers ‘do you want to associate your
4 reputation/brand with Resolute, the company that destroyed the most globally significant forest
5 conservation agreement?’”

6 79. The memorandum further dictated that the “[o]bjective will simply be to make
7 Resolute and its products highly controversial” with “all ENGOs focussing their energy
8 resources on positioning Resolute as the most regressive forest products company.” As part of
9 that effort, “[o]ngoing very negative press and communications directed at customers in Canada,
10 the US and Europe” with all the ENGO’s “working on the same team” and “saying don’t buy
11 from Resolute unless they meet our demands . . . buy from these other companies (and reference
12 the positive work of the other CBFA companies).” As it related to Resolute, the campaign was
13 not intended, and did not attempt, to communicate science and facts (although it would claim to
14 do so) but, instead generated and disseminated claims based on how badly those claims could
15 damage Resolute business and brand, and that of its customers.

16 80. For example, the Enterprise knew that Resolute had not violated the CBFA, nor
17 was Resolute responsible for any “failure” of the CBFA. Indeed, in the months leading up to the
18 campaign’s launched, Greenpeace Canada and USA and other ENGO signatories acknowledged
19 publicly and privately that neither Resolute nor any other CBFA signatory was responsible for
20 any purported delay in the CBFA implementation. The “failure” the CBFA was about to
21 experience was the sole product of the Enterprise the ENGO’s fundamental commitments under
22 the CBFA by launching a campaign against Resolute with the false claim that it was violating the
23 CBFA and prosecuting with the specific intent to harm Resolute’s brand and business and that of
24 its customers based on intentional and defamatory misrepresentations.

25 81. Moreover, there was absolutely no reasonable factual basis for singling out
26 Resolute for any adverse conduct under the CBFA or otherwise, or to hold out any and all of its
27 competitors as acceptable business partners while labelling Resolute alone unacceptable.
28 Indeed, Resolute matched or exceeded the performance of its competitors under the CBFA, and

1 to the extent the ENGOs had objections or unmet demands in the CBFA negotiation process,
2 Resolute was either as identically positioned on those issues as its competitors or closer to the
3 ENGOs' position.

4 82. The planning memorandum also indicated that the Enterprise would directly
5 interfere with Resolute's operations by, among other things, commencing "[l]awsuits directed at
6 all Resolute tenures based on endangered species legislation (*e.g.* ESA, SARA, compliance with
7 Crown Forest Sustainability Act)" and otherwise "increase[e] [the] amount of senior executive
8 time will need to be dedicated to managing the impacts of the campaign, responding to customer
9 concerns, and diverted away from managing the core business."

10 83. However, more threatening than the planned vexations litigations, the campaign
11 plan also provided that "Resolute FSC certs come under coordinated attack by all ENGOs." By
12 interfering with Resolute's ability to secure FSC certificates, the Enterprise intended to not only
13 directly impair Resolute's ability to sell its products, but also trump-up a basis upon which to
14 publicly attack Resolute further. This was a critical element of the campaign plan. Enterprise
15 members had long championed FSC certifications as the "gold standard" of the environmental
16 movement and, consistent with its pledge to the environmental community, Resolute had become
17 the largest FSC certified company in the world. That status would have made it difficult for the
18 enterprise to credibly depict Resolute as a rogue bad actor or "the most regressive forest products
19 company." Accordingly, a "coordinated attack by all ENGOs" including ForestEthics,
20 Greenpeace Canada, Greenpeace USA, Greenpeace International, and Canopy was planned.

21 84. Of course, the memorandum also noted that if Resolute allows the Enterprise to
22 dictate its forest operations and endorsed and extolled the Enterprise, the Enterprise would
23 ensure that Resolute had the "reputation as being Canada's most progressive forest company,"
24 instead of its most "regressive."

25 85. The planning memorandum noted that the campaign had the "full support from at
26 least some of the funders," which included enterprise members Greenpeace Fund and
27 Greenpeace International, as well as several of the outside foundations involved in the CBFA,
28 upon whom the Enterprise members also relied on for funding

1 86. At the time the Enterprise agreed to this campaign plan against Resolute, and to
2 this day, the Enterprise members did not genuinely believe, or have a reasonable factual basis to
3 believe, the core factual predicates for the campaign’s essential claims. Resolute had not
4 violated the CBFA or failed to live up to its commitments under the CBFA. To the contrary,
5 Resolute had abided by all the terms of the CBFA, and met or exceeded its commitments under
6 the CBFA. There was no basis for singling it out as the cause for the CBFA’s failure, which
7 would be exclusively caused by Greenpeace Canada’s pretextual withdrawal and the campaign
8 launched thereafter in violation of the CBFA’s terms.

9 87. Nor was there a basis for singling Resolute out as a rogue bad actor or the “most
10 regressive forest products company” in the Canadian boreal forest. Resolute was the most
11 highly FSC certified company in the boreal forest -- the gold standard for progressive operations
12 according to the very enterprise members attempting to depict Resolute as the “most regressive”
13 forest operator. Moreover, there was absolutely no basis for depicting Resolute as “regressive”
14 and other companies who were identically situated, or in most cases, less favorably situated
15 being promoted as “progressive” good actors, with whom Resolute customers should do business
16 instead.

17 88. Consistent with the Enterprise’s written campaign plan, for over the next four
18 years and continuing to this day, ForestEthics, Greenpeace USA, Greenpeace Canada,
19 Greenpeace Internatinal, and the other Enterprise members aggressively prosecuted the
20 campaign, which they title the “Resolute: Forest Destroyer” campaign. Consistent with the
21 campaign’s stated agenda, it most aggressively targeted (a) Resolute, against which it relentlessly
22 disseminated materially false and misleading statements and omissions designed explicitly to
23 intentionally misrepresent it as the “most regressive forest products company” and to inflict
24 substantial and potentially terminal damage to its business and brand; (b) Resolute’s customers,
25 against which the campaign made fraudulent demands and extortive threats; (c) the public,
26 particularly potential customers for Resolute sourced products and donors who were both
27 intentionally misled to provide leverage and funds for the campaign; and (d) the FSC and other
28 certification bodies and auditors whom the Enterprise misled with disinformation and pressured

1 to support the campaign by applying materially different standards to Resolute than were applied
2 to other identically situated companies. For a complete recitation of the parties to whom these
3 false allegations were disseminated see below, §§ B(2)(f)(i), (ii),(iii).

4 **b. The Campaign Is Launched**

5 **i. The Misrepresented Pretext For**
6 **Withdrawing from the CBFA**

7 89. The Enterprise launched its campaign with a highly sensational, publicized, and
8 knowingly false report released by Greenpeace Canada on December 6, 2012 titled “Exposed:
9 Resolute Forest Products Breaks Historic Environmental Agreement” (the “Exposed Report”).
10 The Exposed Report intentionally misrepresented that Resolute was harvesting in various regions
11 of the boreal forest in violation of the CBFA, and purported to corroborate those claims with
12 photographs and videos showing purported road building and other operations in areas in which
13 Resolute had agreed not to operate under the CBFA. The photographs and videos included
14 unidentified Greenpeace network members displaying GPS devices purporting to prove the
15 accuracy of the locations alleged.

16 90. In each photograph the GPS device displayed the satellite coordinates along with
17 a caption which read as follows:

- 18 • Pin #1: New road built 20 km beyond the limits agreed to under the CBFA in
19 Resolute Forest Products’ managed area (FMU 25-51);
- 20 • Pin #2: Recently built road 10 km beyond the limits agreed to under the CBFA in
21 Resolute managed area (FMU 25-51);
- 22 • Pin #3: Active road building in Resolute managed area in the extreme north of
23 FMU;
- 24 • Pin #4: Freshly bulldozed forest inside the Agreement’s off-limit areas in FMU
25 24-41; and
- 26 • Pin #5: Active road building in off-limits intact forest in FMU 24-51.

27 These accusations that Resolute was operating in violation of the CBFA were knowingly false
28 and the photos and videos were intentionally misrepresented and described without any basis to
believe they actually depicted what the Enterprise claimed but intentionally misrepresented this

1 fact to further the campaign plan of harming Resolute. This identical malicious intent would
2 permeate the Enterprise's campaign.

3 91. Specifically, the images and coordinates misrepresented in pins 1 and 2 as
4 Resolute road building were, in fact, roads permitted under the CBFA. The Enterprise - through
5 Greenpeace Canada, Greenpeace USA, ForestEthics, and Paglia - knew the claims associated
6 with pins 1 and 2 were misrepresented because they each possessed the maps and information
7 showing that to be the case, otherwise had ready access to such information, and because they
8 were actively involved in the negotiation and implementation of the CBFA's terms. They also
9 had no reasonable basis for concluding the road was built by Resolute, and did not actually
10 believe that to be true but intentionally misrepresented this fact to further the campaign plan of
11 harming Resolute.

12 92. The roads corresponding to pins 3 and 4 were built by the Quebec Ministry of
13 Natural Resource as part of efforts to reforest areas that had been damaged by fire. The
14 Enterprise - through Greenpeace Canada, Greenpeace USA, ForestEthics, and Paglia - knew
15 these roads were built by the Quebec Ministry because these enterprise members possessed the
16 information showing that to be the case and otherwise had ready access to that information.
17 They also had no information or basis for concluding the road was built by Resolute, and did not
18 actually believe the road was built by Resolute but intentionally misrepresented this fact to
19 further the campaign plan of harming Resolute.

20 93. The roads corresponding to pin 5 was actually built by another company that was
21 not a signatory to the CBFA. The Enterprise - through Greenpeace Canada, Greenpeace USA,
22 ForestEthics, and Paglia - was aware that this company and not Resolute was operating in this
23 area and built the road because these Enterprise members each had ready access to information
24 sufficient to determine that the area affected by this road building is in the area under the
25 jurisdiction of QMNR in anticipation of the 2013-2014 harvesting season. They also had no
26 information or basis for concluding the road was built by Resolute, and did not actually believe
27 the road was built by Resolute but intentionally misrepresented this fact to further the campaign
28 plan of harming Resolute.

1 94. In addition to intentionally misrepresenting photographs and what they depicted,
2 the Exposed Report was accompanied by a video entitled “Scandal in the Boreal Forest” that
3 intentionally misrepresented forest areas that were purportedly “ravaged” by Resolute in
4 violation of the CBFA. Once again purporting to rely on GPS coordinates, the Enterprise --
5 through Greenpeace Canada -- intentionally misrepresented in this video that Resolute was
6 operating “20 kilometres beyond the limits set by the [CBFA]” “in off-limit caribou habitat,” in
7 clear violation of its commitments under the CBFA.

8 95. In fact, however, Greenpeace’s video intentionally misrepresented its images,
9 which were, in fact, not images of Resolute operating in “off-limit” CBFA areas or otherwise in
10 violation of the CBFA. One image intentionally misrepresented in the video depicted an area
11 that had been harvested approximately ten years earlier, before the CBFA even existed.
12 Moreover, the GPS coordinates associated with this image did not even correspond to the area
13 depicted in the image, but instead corresponded to an area within the moratorium area that had
14 experienced disruption from fire, not harvesting.

15 96. The Enterprise -- through Greenpeace Canada, Greenpeace USA, ForestEthics,
16 and Paglia -- knew this image was twice misrepresented because the information associated with
17 the image itself identified it as harvesting from a decade earlier, and these Enterprise members
18 had no basis to believe it had been harvested by Resolute after the CBFA became effective and
19 did not believe it to have been. In addition, there was no basis to associate this image with GPS
20 coordinates within the CBFA moratorium region, let alone an area that had been disrupted by
21 fire. To the contrary, the disruption displayed in the image was actually caused by fire, and the
22 attempt to pass it off as depicting harvesting in an area protected under the CBFA, evidences an
23 elaborate and specific intent to misrepresent.

24 97. A second image in the video was intentionally misrepresented as evidence of
25 Resolute harvesting in a protected CBFA area when, in fact, the activity and equipment depicted
26 (scarifier) involves the regeneration of an area that had been harvested before the CBFA became
27 effective. The Enterprise -- through Greenpeace Canada, Greenpeace USA, ForestEthics, and
28 Paglia -- knew this image was misrepresented because these members each were aware from the

1 information they possessed and knowledge they secured in negotiating and participating in the
2 CBFA that this area had been harvested before the CBFA became effective and was scheduled
3 for mandatory regeneration. In addition, these Enterprise members would have known from
4 their expertise and familiarity with forestry that the activities and equipment depicted related to
5 regeneration and not harvesting. Finally, these Enterprise members had no reasonable factual
6 basis for believing the image actually depicted harvesting by Resolute and did not actually
7 believe that is what the image portrayed but intentionally misrepresented it as such to advance
8 the campaign plan.

9 98. A third image in the video intentionally misrepresented a protected forest area
10 disrupted by fire as an area disrupted by Resolute harvesting. The Enterprise – through
11 Greenpeace USA, Greenpeace Canada, ForestEthics, and Paglia - knew this image was
12 misrepresented based on each of their expertise by which they would have been able to recognize
13 the telltale differences between fire and harvest disruption. Moreover, they had no reasonable
14 factual basis for believing the image actually depicted disruption caused by Resolute harvesting
15 in violation of the CBFA, and did not actually believe that is what the image portrayed but
16 intentionally misrepresented it as such to advance the campaign plan.

17 99. A fourth image in the video intentionally misrepresented areas destroyed by fire
18 in 2007, long before the CBFA existed, as prohibited harvesting by Resolute after the CBFA
19 became effective. The Enterprise – through Greenpeace Canada, Greenpeace USA,
20 ForestEthics, and Paglia - knew this image was misrepresented from the information that
21 accompanied the image and from the telltale differences between disruptions caused by fire and
22 those caused by harvesting, which these Enterprise members each would have known from their
23 experience and expertise. Moreover, they had no reasonable factual basis for believing that the
24 image actually depicted disruption caused by Resolute harvesting in violation of the CBFA, and
25 did not actually believe that is what the image portrayed but intentionally misrepresented it as
26 such to advance the campaign plan.

27 100. A fifth image in the video intentionally misrepresented satellite images of areas
28 harvested in 2003 as areas Resolute harvested after the CBFA had become effective. The

1 Enterprise – through Greenpeace Canada, Greenpeace USA, ForestEthics, and Paglia -- would
2 have known this image was misrepresented from the information accompanying the satellite
3 image, and because they each possessed information necessary to know that the depicted area
4 had been harvested before the CBFA became effective. Moreover, they had no reasonable
5 factual basis for believing the image actually depicted Resolute harvesting in violation of the
6 CBFA and did not actually believe that is what the image portrayed but intentionally
7 misrepresented it as such to advance the campaign plan..

8 101. Accordingly, despite knowing Resolute’s alleged CBFA violations were factually
9 without basis and intentionally misrepresented, the Enterprise -- through Greenpeace Canada and
10 Greenpeace USA -- used those trumped up misrepresentations as a pretext to withdraw from the
11 CBFA, declare a campaign against Resolute based on those misrepresented claims, and solicit
12 donations to support the campaign against Resolute:

13 When the biggest logging company in the Boreal forest goes back
14 on its word to stay out of critical habitat, it signals the Agreement
15 has broken down . . . Greenpeace needs your help. Help stop
16 Resolute from logging in Canada’s endangered forest. Share this
17 video and tell your friends about the Resolute scandal in the
18 Boreal.

19 102. The same day the Exposed Report was released, the Enterprise through Holly
20 Postlewaithe of Greenpeace Canada, issued a “Backgrounder” titled “Resolute Forest Products
21 violates Canadian Boreal Forest Agreement with logging activity in off-limit areas” that falsely
22 stated:

23 On August 25th 2012, a Greenpeace team went to Resolute Forest
24 Products’ managed areas in the northern portion of the Lac St-Jean
25 region in Quebec, known as the Montagnes Blanches. . . .
26 Greenpeace investigators traveled over 1000 kilometres of forest
27 roads in Resolute Forest Products’ Forest Management Units
(FMUs) 24-51, 25-51 and 27-51. Equipped with a GPS, the team
28 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 (pins 3; 4 & 5), three sites were
documented in off-limit areas where logging for road building
recently took place.

1 The Backgrounder linked to the same intentionally misrepresented photographic and video
2 depictions of Resolute breaching the “off-limit” areas in violation of the CBFA that were
3 included in the “Exposed” report and accompanying video.

4 103. The Enterprise immediately publicized these intentionally false and misleading
5 allegations via social media and in direct communications with Resolute’s customers and critical
6 market constituents. For example, immediately after the Exposed Report was published,
7 Nicholas Mainville of Greenpeace Canada tweeted a link to the report on Twitter. And the next
8 day, defendant Rolf Skar of Greenpeace USA sent long-time Resolute customer, Hearst, the
9 photographs of Resolute purportedly harvesting in off-limits areas which Skar described as
10 “evidence we had collected” demonstrating that Resolute had violated the CBFA. As further
11 evidence that Skar and Greenpeace USA were working in concert with Greenpeace Canada in
12 manufacturing these false claims and putative “evidence,” Skar references “our” letter to CBFA
13 steering committee informing them of these intentionally misrepresented claims and Greenpeace
14 Canada’s withdrawal from the CBFA.

15 104. Days later, on December 11, 2012, the Enterprise issued another statement based
16 on these intentional misrepresentations titled, “It’s Over Resolute Forest Products,” through
17 Bruce Cox the Director of Greenpeace Canada, announcing that the Enterprise was leaving the
18 CBFA because “[a] Greenpeace field investigation revealed newly built roads in off-limits areas
19 in Quebec’s endangered Montagnes Blanches forest, a forest managed by our CBFA partner
20 Resolute Forest Products.”

21 **ii. The Enterprise’s Refusal to Correct Or**
22 **Retract Its Intentional Misrepresentations**

23 105. In addition to the knowledge and information it possessed indicating that its
24 claims, images, and videos misrepresented that Resolute had violated the CBFA, and its lack of
25 any investigation or reasonable factual basis for believing such misrepresentations were true, the
26 Enterprise’s malice and scienter are evidenced by its refusal to correct these misrepresentations
27 immediately when informed they were demonstrably untrue by Resolute.

28 106. For example, in an immediate response to the Enterprise’s intentional
misrepresentations, on December 12, 2012, Resolute sent a letter to all CBFA signatories,

1 including Greenpeace Canada, containing irrefutable evidence that the Enterprise’s allegations
2 and putative proof were materially false, misleading, and intended to deceive. First, Resolute’s
3 letter demonstrated in detail that none of the five photographs included in the Expose Report
4 depicted harvesting in violation of the Agreement:

- 5 • Resolute demonstrated that the photographs associated with pins 1 and 2 that were
6 intentionally misrepresented as proof of harvesting in violation of the CBFA in
7 were instead images of harvesting in areas clearly delineated as approved CBFA
8 harvesting areas.
- 9 • Resolute demonstrated that the photographs associated with pins 3 and 4 that were
10 intentionally misrepresented as proof of unauthorized road building by Resolute
11 in violating of the CBFA depicted instead roads by the Quebec Ministry of
12 Natural Resources (“QMNR”) that did not violate the CBFA and were built to
13 facilitated necessary regeneration of areas disrupted by fire in 2007.
- 14 • Resolute demonstrated that the photographs associated with pin 5 that were
15 intentionally misrepresented as Resolute harvesting in violating of the CBFA
16 actually depicted harvesting by another company that was not a signatory to the
17 CBFA.

18 107. Moreover, in the December 12, 2012 letter Resolute demonstrated that the video
19 images were likewise phony and misleading:

- 20 • Resolute demonstrated that the aerial image misrepresented as a forest “ravaged”
21 by Resolute harvesting in violation of the CBFA was, in fact, an area harvested
22 early in the 2000s before the CBFA (or even Resolute) even existed. Resolute
23 further demonstrated that the GPS coordinates purportedly corresponding to this
24 image were actually associated with a different area that had been disrupted by
25 fire.
- 26 • Resolute demonstrated that another image on the video purporting to show
27 “destruction” from forestry machines engaged in harvesting was actually a
28 scarifier, machinery engaged in reforestation (scarification) of an area burnt by
fire.
- Resolute demonstrated that multiple other images on the video purporting to show
areas harvested by Resolute were actually areas disrupted by fire.
- Resolute demonstrated the video intentionally misrepresented a 2003 satellite
image as an area Resolute harvested in violation of the CBFA, when, in fact, the
CBFA did not even exist in 2003 and the area was outside Resolute’s forest
management areas in any event.

108. Despite being informed immediately that its accusations and proof were false, the
Enterprise not only declined to retract the claims or purported evidence, it instead immediately
redoubled its efforts to disseminate them. For example, in a December 14, 2012 letter from
Stephanie Goodwin of Greenpeace Canada to CBFA signatories the Enterprise purported to

1 “provide further clarity on Resolute Forest Product’s logging activity in off-limits areas of the
2 Canadian Boreal Forest Agreement,” and continued to falsely accuse Resolute of “allow[ing]
3 road building in original CBFA Areas of Suspended Harvest despite active efforts by
4 Greenpeace and other environmental organizations.” This letter and its intentionally false
5 message was repeated and rebroadcasted at the time by the other members of the Enterprise,
6 including Greenpeace USA, ForestEthics, and Paglia.

7 109. On December 17, 2012, Resolute sent another letter to Bruce Cox and Stephanie
8 Goodwin of Greenpeace Canada again informing her and the Enterprise that these claims were
9 false, factually unfounded, and contrary to the available evidence and demanded that Greenpeace
10 immediately cease and desist from making these allegations and remove all references to these
11 statements from Greenpeace’s website.

12 110. Again evidencing its malice, despite knowing its claims and evidence were false,
13 and being told its claims and evidence were false and asked to stop disseminating those
14 misrepresentations, the very next day after receiving Resolute’s second letter, the Enterprise,
15 through Greenpeace Canada, launched a petition on a third-party website “The Petition Site” that
16 repeated these intentional misrepresentations, including that Resolute was “violating the
17 Canadian Boreal Forest Agreement (CBFA) **by approving logging roads in offlimit forest**
18 **areas.**” (emphasis in original) The petition further alleged that “Resolute’s actions break the
19 foundation of the Agreement between forest companies and environmental organizations and
20 threaten the vitality of these endangered forests and the precious wildlife that call it home.” The
21 solicitation referenced back to and provided links to the other materially false and misleading
22 publications Greenpeace had previously published intentionally misrepresenting that Resolute
23 was violating the CBFA. Within weeks, over 15,000 individuals signed the petition and a
24 significant number of them donated money.

25 111. Despite knowing that its claims were false and being told that they were false and
26 should be retracted, the Enterprise -- through Greenpeace Canada, Greenpeace USA, Forest
27 Ethics, and Paglia -- continued to disseminate, republish, and solicit donations based on these
28 lies through January 2013. First, on January 16, 2013, Greenpeace Canada published the “Boreal

1 Alram Report” which declared that “Greenpeace calls for a halt on logging in five key areas in
2 the Boreal Forest (the “Boreal Alarm Report”)” and contained the false and misleading statement
3 that “Greenpeace left the failed Canadian Boreal Forest Agreement after an investigation
4 revealed Resolute forest products was responsible for logging in the Agreement’s off-limit areas
5 . . .” The report contained a hyperlink to the Exposed Report and video which Resolute had
6 rebutted weeks earlier.

7 112. On January 17, 2013, Greenpeace Canada published a blog post titled “Resolute
8 Forests Products fails to deliver on sustainability,” which likewise falsely claimed that
9 Greenpeace’s “investigation” revealed that Resolute “has authorized logging and the
10 construction of roads in this-off limits forest.” Like prior publications, the January 17, 2013
11 blog post linked to the Exposed Report and the accompanying intentionally misrepresented
12 photographs and video.

13 113. Greenpeace USA likewise disseminated these intentionally misrepresented
14 allegations. On January 22, 2013, Greenpeace USA published a blog post titled “Greenpeace
15 calls for a halt on logging in five key areas in the Boreal Forest,” which contained links to
16 Greenpeace Canada’s Exposed Report and putative supporting “evidence.” In addition in late
17 January, defendant Daniel Brindis of Greenpeace USA sent long-time Resolute customer, Hearst,
18 the Boreal Alarm report. Demonstrating that Greenpeace USA worked in collaboration with
19 Greenpeace Canada in preparing the malicious and misleading report, Brindis referred to the
20 report as “our” report. More significantly, Brindis’s email to Hearst referenced his review of
21 Resolute’s December 12 rebuttal demonstrating that Brindis and Greenpeace USA continued to
22 make these false charges notwithstanding their knowledge of irrefutable evidence to the contrary.

23 114. The Enterprise, through its websites and through Greenpeace Canada, Greenpeace
24 USA, ForestEthics, and Paglia would continue to publish these intentional misrepresentations for
25 months until threatened with impending legal action by Resolute. Only then did the Enterprise
26 retract the intentional misrepresentations in the hope that its members would not be sued. The
27 refusal to correct demonstrably false claims except to escape suit is further evidence of the
28

1 Enterprise’s malice. That malice was further evidenced by the additional misrepresentations it
2 made to cover-up those intentional misrepresentations.

3 115. On March 19, 2013, more than three months after Resolute first rebutted the
4 falsity of the Enterprise’s allegations that Resolute was logging in violation of the CBFA, the
5 Enterprise, through Greenpeace Canada, purported to issue a “Notice of Correction Regarding
6 Resolute Forest Products’ Operations,” acknowledging that it “incorrectly stated that Resolute
7 had breached the Canadian Boreal Forest Agreement by . . . secretly engag[ing] in logging
8 contrary to the terms of the [CBFA].” But Greenpeace misrepresented that these false
9 accusations were caused by “incomplete maps,” and that it “did not intend to hurt the company
10 but intended to promote a vision of the Boreal that includes Resolute.” These claims were
11 themselves intentional misrepresentations designed to conceal the Enterprise’s malice and
12 preserve its credibility so as not to impair its ability to continue executing the campaign. The
13 cover-up was demonstrably untrue and intentionally so.

14 116. First, the intentional misrepresentation of multiple photos depicting fire disruption
15 as harvesting by Resolute cannot be blamed on an “incomplete map.” Second, the use of images
16 that are from periods before the CBFA (and Resolute) even existed cannot be blamed on an
17 “incomplete map.” Third, attributing to Resolute harvesting that the Enterprise knew was
18 conducted by another company based on, among other things, communications with the
19 company and the Quebec government cannot be blamed on an “incomplete map.” Fourth, an
20 “incomplete map” would not explain misrepresenting images depicting regeneration activities as
21 harvesting activities. And fifth, an “incomplete map” cannot be blamed for intentionally
22 misrepresenting that Resolute harvested in an unauthorized area when in fact it was in an
23 authorized area as either the “incomplete map” covered the relevant area or it did not, in which
24 case the Enterprise either knew from the map the claim was not true or recklessly disregarded the
25 truth by not examining a map actually covering that area before making the claim.

26 117. Moreover, the denial of any intention to harm Resolute by these intentional
27 misrepresentations itself misrepresented the specific intent to hurt Resolute’s brand and business
28 that was the objective of the campaign, as evidenced by the misrepresented claims that it knew or

1 could have easily determined were false, the refusal to correct those claims when they were
2 shown to be untrue, the aggressive dissemination of those false claims despite knowing and
3 being told they were not true, and the refusal to rejoin the CBFA after acknowledging that its
4 entire stated basis for leaving had been wrong.

5 118. Indeed, the intentional falsity of the Enterprise's claim that it did not intend harm
6 to Resolute is demonstrated by what it intentionally did not disclose when it made that claim:
7 the aggressive dissemination of these lies was part of a larger campaign to attack Resolute and
8 ruin its brand and business that the Enterprise, including Greenpeace Canada, Greenpeace USA,
9 Forest Ethics, Paglia and other ENGO's, had agreed upon in or around the end of 2012 in
10 violation of the CBFA.

11 **c. The Enterprise's Continued Campaign**

12 119. By not returning to the "historic" CBFA after being forced reluctantly to admit its
13 highly publicized reasons for leaving were false, the Enterprise, through Greenpeace Canada,
14 demonstrated that it had and was misrepresenting its ongoing desire to pursue agreed upon
15 conservation solutions. Instead, as the secret campaign plan indicated, what the Enterprise had
16 agreed to do instead was prosecute a public campaign targeting Resolute, ruining its brand and
17 business and that of its customers, and generating publicity and donations in the process. Since
18 the stated objective of this campaign was harming Resolute and its customers, the statements and
19 messaging were generated to best accomplish that purpose and not to convey scientific based
20 facts and positions although the Enterprise would intentionally misrepresent in all campaign
21 messaging that its intent was to convey science based facts and it would conceal its real stated
22 objective of inflicting harm on Resolute.

23 120. Accordingly, within days of purportedly retracting its CBFA claims, the
24 Enterprise, through defendant Brindis of Greenpeace USA and Catherine Grant of Greenpeace
25 Canada, launched its "Resolute: Forest Destroyer" campaign theme, intentionally
26 misrepresenting that Resolute was "one of the destructive logging companies in Canada . . .
27 responsible for destroying critical caribou habitat in endangered forest areas" and violating a
28 previously agreed upon moratorium with the Cree Nation in the Broadback Forest.

1 21. These newly minted claims were materially and intentionally false and
2 misleading. The Enterprise knew and had previously widely proclaimed that the CBFA's
3 protected areas -- in which Resolute was still not operating -- "protect[ed] virtually all of the
4 habitat of the threatened woodland caribou," and as part of "protect[ing] virtually all of [that]
5 habitat," the Enterprise -- through Greenpeace Canada, Greenpeace USA, Forest Ethics and
6 Paglia - had agreed that Resolute (and other forest companies) could harvest in the very areas
7 that the Enterprise now claimed were "endangered forests" and "critical caribou habitat." The
8 publication did not disclose that the Enterprise members had previously excluded these areas
9 from the protected "critical caribou habitat" and expressly agreed to let Resolute harvesting
10 there, or offer any explanation for this irreconcilable flip-flop. Moreover, while the Enterprise
11 singled out Resolute as the "forest destroyer" because of such harvesting, it ignored and did not
12 disclose all the other forest company's harvesting in precisely the same agreed upon areas even
13 though they accounted for a far greater percentage of such harvesting and the associated impact
14 than Resolute.

15 22. This publication was intentionally and specifically crafted to mislead the public,
16 donors, and customers that Resolute was the "most regressive forest products company" and
17 thereby further the Enterprise's stated objective of ruining Resolute's reputation, brand, and
18 ability to do business. Resolute was harvesting in precise compliance with CBFA standards that
19 the Enterprise had publicly touted as "historic" and "unprecedented" achievements for
20 conservation in the boreal and as "protecting virtually all of the critical habitat of the threatened
21 woodland caribou." Indeed, as evidenced by the CBFA terms themselves and the management
22 plan that Greenpeace Canada, ForestEthics, and Resolute jointly proposed to the Ontario
23 government concerning this same "critical caribou habitat," the Enterprise members always
24 acknowledged and understood that harvesting in these areas would be permitted.

25 23. The facts and science on this issue did not change. What changed was the intent
26 and objective of the Enterprise from "protect[ing] virtually all of the habitat of the threatened
27 woodland caribou" and otherwise ensuring that the market's wood demand was met in an
28 environmentally responsible manner, to the very different purpose of inflicting as much harm on

1 Resolute as possible so as to falsely portray it as “the most regressive forest products company,”
2 and thereby pressure it to comply outside the CBFA’s robust scientific process.

3 124. The Enterprise’s accusations –through Greenpeace Canada -- that Resolute had
4 violated a previously agreed upon moratorium with the Cree was also false. Resolute and other
5 logging companies had voluntarily agreed to not harvest in certain areas in which the Quebec
6 government had directed them to harvest in order to give certain Cree nation members an
7 opportunity to raise issues of concern they had with the Quebec government, which holds title to
8 and directs the harvesting of the boreal forest in Canada. Resolute honored and continued to
9 honor this moratorium until it expired later in 2013.

10 125. After launching the “Forest Destroyer” campaign, on March 27, 2013, defendant
11 Brindis of Greenpeace USA and Catherine Grant of Greenpeace Canada jointly disseminated a
12 letter to Resolute’s critical customers, including Verso, intentionally misrepresenting that
13 Resolute was “[o]ne of the primary forest products companies responsible for destructive logging
14 and roadbuilding in [] Endangered Forest areas,” including the Montagne Blanches and Trout
15 Lake. The letter directed the reader to the January 2013 Boreal Alarm Report that had included
16 the now purportedly retracted misrepresentation that Resolute “recently began building roads in
17 off-limits forest areas. . . .” The letter did not disclose that those claims had been retracted.

18 126. The March 27, 2013 letter did not disclose that those claims had been retracted
19 because its misleading intent was to conflate those false claims that Resolute had harvested in
20 protected areas that it and the ENGOs had agreed would not be harvested, with the Enterprise’s
21 newly minted claims that Resolute was improperly logging in five regions in the Canadian
22 Boreal forest that Greenpeace had unilaterally declared “endangered forests” and “critical
23 caribou habitat” even though it had not only excluded those areas from the CBFA’s protected
24 areas but explicitly agreed Resolute and others could harvest where they were harvesting. This
25 intentionally misleading “bait and switch” was intended to perpetuate the materially false and
26 misleading claims (first perpetuated in the now retracted claims from earlier that year) that
27 Resolute was operating in violation of the CBFA’s terms and beyond what the industry and
28 environmental organizations understood to be responsible sustainable practices

1 127. In addition, the Enterprise knew these new accusations against Resolute were
2 false because its members, Greenpeace Canada, Greenpeace USA, Greenpeace International, and
3 ForestEthics, knew that to the extent that these so-called “endangered forests” were being
4 disturbed, it was other logging companies, and not Resolute, who were responsible for that
5 disturbance entirely or, in a few instances, almost entirely. For example, the Enterprise --
6 through Greenpeace Canada, Greenpeace USA, ForestEthics, and Paglia -- was in possession and
7 aware of information demonstrating that Resolute was not operating at all in the Trout Lake
8 Forest. Despite this knowledge, the March 27, 2013 letter intentionally misrepresented that
9 Resolute was harvesting in the Trout Lake Forest. Likewise, the Enterprise -- through the same
10 members -- was also in possession of, had access to, and the ability to understand, other
11 information showing that Resolute accounted for only a nominal amount of the activity in other
12 so-called endangered forests but it ignored this information, and continued to knowingly attribute
13 to Resolute the activities and impacts of other companies in these areas because doing so
14 furthered its stated objective of misrepresenting Resolute as “the most regressive forest products
15 company” and ruining its brand and business and that of its customers.

16 128. The March 27, 2013 letter also purported to identify mills sourcing from these
17 same Greenpeace designated “Endangered Forest Areas,” and demanded that Resolute’s
18 customers examine their supply chain and confirm whether they were sourcing from Resolute in
19 Quebec and Ontario. Greenpeace Canada and Greenpeace USA then offered in the letter their
20 “expertise” in identifying and eliminating Resolute from the customer’s supply, thereby using
21 their misrepresentations to gain access to customers’ proprietary supply-chain data. The intent
22 was to then redirect customers from Resolute to other suppliers the Enterprise misrepresented as
23 not being engaged in exactly the same behavior.

24 129. As a sign of the Enterprise’s pure malice toward Resolute, the letter did not
25 identify any of the other companies that were actually operating in, for example, Trout Lake
26 Forest, or any of the other identified “Endangered Forests,” or call on customers to determine
27 whether they were sourcing wood from any of these other companies operating in these
28 designated areas. There was no reasonable factual basis for excluding harvesting by other

1 companies harvesting in these same purportedly “endangered forests” if, in fact, such harvesting
2 posed the concerns Greenpeace raised.

3 130. Indeed, the letter instead discussed only Resolute, and actually encouraged
4 companies to source from other companies that were likely actually harvesting from these
5 endangered forests such as Trout Lake, where Resolute was not. The letter did not do so because
6 it was not motivated by genuine environmental concerns or objectives, or crafted to serve such
7 objectives, but was intended solely to further the campaign’s objective of intentionally
8 misrepresenting Resolute to be the “most regressive forest products company,” harming its brand
9 and business and that of its customers, and generating publicity and donations.

10 **d. ForestEthics Delivers the Enterprise’s Extortive Threats**

11 131. Shortly after these opening salvos of the campaign against Resolute, the
12 Enterprise communicated various extortive threats to Resolute through communications in April
13 and May from Enterprise members ForestEthics and Todd Paglia. For example, on April 25,
14 2013, Paglia, on behalf of the Enterprise, wrote to Resolute threatening “very active
15 campaigning” unless it agreed to not only honor the previously agreed upon protected areas that
16 “protect[ed] virtually all the habitat of t threatened woodland caribou” and the substantial
17 additional areas Resolute had proposed to not harvest, but also an unspecified amount of vast
18 additional areas that Resolute could not possibly alone agree to meet and remain in business.

19 132. Mr. Paglia issued a second extortive communication in a May 7, 2013 meeting
20 held at Resolute’s office, during which he threatened the Vice President Corporate
21 Communications Sustainability and Government Affairs of Resolute that if Resolute failed to
22 forego extensive harvesting rights, ForestEthics and the other ENGOs in the Enterprise would
23 destroy Resolute’s brand among its critical market constituents. Paglia cited successful
24 campaigns by these groups against Fortune 500 companies, including Staples, Office Depot,
25 Williams-Sonoma, Dell, and Victoria’s Secret. In the context of the latter campaign, Paglia said:
26 “We are going to provide all these companies with the option of doing it the easy way. If they
27 want to do it the hard way, we can see a tremendous amount of negative press and damage to
28 their brand.”

1 133. Conversely, Mr. Paglia offered that if Resolute acquiesced to the Enterprise’s
2 demands, and endorsed and promoted them as had the other campaign targets he described, the
3 Enterprise would extol Resolute in the marketplace and promote it vis-à-vis its competitors. In
4 that conversation, Mr. Paglia made clear that he and the other ENGOs in the Enterprise were not
5 going to limit their campaign against Resolute to attacks based on science and fact but would do
6 whatever was necessary to impose the most harm as possible on Resolute’s brand and that of its
7 customers. Following the meeting, Mr. Paglia sent Resolute information concerning Forest
8 Ethics’ previous “collaborations” with Staples and Victoria’s Secret.

9 134. Between May 10, 2013 and May 14, 2013, Mr. Paglia made additional extortive
10 threats to Resolute, in direct communications with Resolute’s CEO Richard Garneau, and
11 through an intermediary, that largely tracked the written campaign plan the Enterprise had
12 created, including the intent to damage Resolute’s brand, interfere with its customer
13 relationships, and conduct a “coordinated campaign” to interfere with its FSC certificates.

14 e. **The Ongoing “Forest Destroyer” Campaign.**

15 135. When Resolute refused to acquiesce to the Enterprise’s extreme, unfeasible, and
16 extortive demands, the Enterprise began disseminating increasingly broad, sensational, and
17 ubiquitous misrepresentations about Resolute, which is characterized as a rogue “Forest
18 Destroyer.” In context, the Enterprise’s narrative was materially false and intentionally
19 misleading because it was based on material false statements and omissions it intended to, and
20 did, communicate that Resolute was: (a) deforesting the boreal and, thereby causing permanent
21 forest loss, the loss of “the last intact forest landscapes” in the boreal forest, and materially
22 impairing the Canadian boreal forest’s ability to mitigate climate change; (b) risking the
23 “extinction,” “extirpation” and a “death spiral” for woodland caribou; (c) abandoning
24 sustainability efforts and FSC certifications; and (d) violating First Nation rights and economic
25 interests. These ubiquitous claims were based on numerous intentional misrepresentations and
26 omissions of fact that individually, and in the aggregate, materially overstated Resolute’s
27 activities in, and impact on, the boreal forest, and understated its compliance with precisely the
28

1 type of sustainable practices the Enterprise members had agreed under the CBFA would be
2 sufficient to protect against these identified risks.

3 **i. The Enterprise Members Intentionally Misrepresented**
4 **Their Objective.**

5 136. As a threshold matter, the campaign’s narrative intentionally misrepresented its
6 objective as ensuring that boreal timber harvesting was conducted in a sustainable environmental
7 manner. In truth, as set forth in the written campaign plan, the objective was to harm Resolute,
8 and Resolute alone, irrespective of the facts that (a) its operations were indistinguishable from
9 those companies that the enterprise praised and directed customers to patronize over Resolute;
10 (b) it was complying with the terms the Enterprise members had requested under the CBFA; and
11 (c) it was harvesting in areas in which the enterprise members had explicitly agreed it could
12 harvest prior to launching their campaign.

13 137. In addition, the campaign intentionally misrepresented that its claims about
14 Resolute were based on objective, good faith applications of the scientific evidence and available
15 facts. However, this was demonstrably untrue because the Enterprise did not make the same
16 claims against any other companies harvesting in the same forests areas based on that same
17 purported science. These intentional misrepresentations were intended, and did, legitimize the
18 Enterprise’s campaign, and concealed that the anti-Resolute campaign’s specific and immediate
19 objective and intent was to inflict maximum harm on Resolute and its customers and generate
20 publicity and donations for the Enterprise members.

21 138. The Enterprise also intentionally manufactured a false sense of urgency,
22 importance, and magnitude by grossly misrepresenting and exaggerating the conditions in the
23 boreal forest and Resolute’s involvement and impact there, and drew associations to hot-button
24 issues such as global warming, endangered species, and the treatment of indigenous peoples for
25 which there was no reasonable factual bases.

26 139. To make such claims credible, the Enterprise misrepresented that they had
27 “developed an expertise in matters related to the protection and conservation of Canada’s boreal
28 forests,” that their campaign was developed in collaboration with “experts, scientists and
researchers across the globe to build a deep understanding of the problem,” and their claims of

1 catastrophic consequences were based on the “best science” and “supported by the most recent
2 scientific data.”

3 140. These claims were made to bolster the credibility of the Enterprise’s intentional
4 misrepresentations and were themselves false. The fact is that the intentional misrepresentation
5 that comprised the “Forest Destroyer” campaign were not based on expertise or science directed
6 at the conservation of the boreal forest, were not developed in collaboration with “experts,
7 scientists, and researchers from across the globe”; and were not “supported by the most recent
8 scientific data.” To the contrary, the claims made against Resolute in the Forest Destroyer
9 campaign were motivated not by science or conservation but exclusively by the intent to hurt the
10 brands of Resolute and its customers, and generate publicity and donations.

11 141. In truth, not only were the campaign’s claims not supported by scientific data,
12 they were contradicted by the Enterprise members’ own internal analyses and by those in which
13 they participated in the CBFA. Indeed, this is obvious from the campaign’s misrepresentation
14 that Resolute was “destroying” so-called “endangered forests” and “critical caribou habitat” by
15 harvesting areas the CBFA Enterprise members (Greenpeace Canada, ForestEthics, and Canopy)
16 had explicitly agreed should be harvested and were outside the moratorium area that that those
17 same members said “protected virtually all of the critical habitat of the threatened woodland
18 caribou.” That the campaign’s core claims were intentionally misrepresented as based on
19 science and facts as claimed, is also demonstrated by the Enterprise members’ characterization of
20 those same claims as mere “hyperbole,” “heated rhetoric,” and “figurative speech” that were not
21 intended to be read with “strict literalism or scientific precision.” But, as set forth below in
22 detail, that is exactly how these claims were intended and understood in the carefully crafted
23 context in which they were communicated.

24 **ii. The Enterprise Misrepresented that Resolute was**
25 **Deforesting The Canadian Boreal Forest And Impairing**
26 **Its Ability To Mitigate Climate Change.**

27 142. Merriam-Webster defines “destroy” as “to cause (something) to end or no
28 longer exist: to cause the destruction of (something): to damage (something) so badly
that it cannot be repaired.” And this was precisely the meaning the campaign’s literature was

1 carefully and intentionally crafted to portray by ubiquitously describing Resolute’s purportedly
2 objectionable conduct in the context of global deforestation, forest loss, and climate change.

3 143. To convey that the terms “destroy,” “destruction,” and “destroyer” were intended
4 to be understood according to their defined meaning, the “Resolute: Forest Destroyer” campaign
5 consistently employed those terms in the context of just such types of forest loss. The campaign
6 consistently associated Resolute’s alleged offensive conduct with significant land use changes
7 worldwide that resulted in literal deforestation and tree loss from mass conversion (and
8 permanent loss of) forests lands to agricultural and population centers and other natural and
9 human non-forestry related conversions. These massive deforestation events are occurring
10 overwhelmingly in Africa, Asia, and South America, but notably NOT IN THE BOREAL, and
11 have absolutely no comparable relationship to harvesting in a managed forest, in the Canadian
12 boreal managed forest, or, certainly, Resolute’s relatively de minimus level of harvesting in that
13 context.

14 144. Nevertheless, the language used to specifically describe Resolute’s conduct was
15 plainly intended to, and did, equate it in kind and scale with the major deforestation events being
16 referenced. For example, the campaign accused Resolute of “[d]estroying Canada’s Boreal
17 Forest,” “destroying vast swathes of the Canadian Boreal forest,” being responsible for the
18 “destruction of vast acres of Canada’s magnificent Boreal forest,” and “threatening the future of
19 the Boreal forest and the wildlife that rely on it to thrive.” This carefully developed context was
20 plainly intended to, and did, misrepresent that Resolute’s purportedly offensive conduct was of
21 like kind, and posed a similar risk, or, at least, was a material contributor to the same
22 deforestation problem.

23 145. And the campaign reinforced this literal definition even more strongly by
24 likewise associating Resolute’s conduct with a magnitude of climate change risk that could only
25 equate to deforestation on a scale not remotely comparable to Resolute’s harvesting and
26 regeneration. Thus, almost every substantive communication about Resolute notes that the
27 global boreal forest was “the largest forest carbon storehouse” in the world holding “more carbon
28 than all the rainforests combined.” And having done so, the campaign would claim that

1 Resolute's forestry posed a material risk that was of such a magnitude that it would "jeopardize[]
2 one of the Earth's largest carbon sinks and put[] our global climate at risk." Similarly, the
3 campaign asserted that "the health of forests around the world - and with them the health of
4 billions of people - is in jeopardy. The Canadian boreal forest, for example, is one of the largest
5 reservoirs of carbon in the world . . . [b]ut it is under threat from unsustainable logging [by]
6 [o]ne company in particular, Resolute Forest Products."¹ The obvious intent and only reasonable
7 interpretation of this information is that Resolute's activities constitute a material risk to the
8 boreal forest's ability to store carbon. But this intended message is a gross misrepresentation.
9 Whatever impacts Resolute's harvesting has on climate change, they are de minimus in the
10 context of the global boreal forest.

11 _____
12 ¹ Resolute's depiction as a climate change risk is ubiquitously published and republished by the
Enterprise, including by way of example in the following reports and blog posts:

- 13 • December 22, 2014 blog post authored by Joanna Kerr or Greenpeace Canada, "Who's
14 Been Naughty And Who's Been Nice To The Planet This Year," which described
15 Resolute as "[on] [t]op of the naughty list," and falsely alleged that "[w]ithout action to
16 curb unsustainable practices like Resolute's, Canada is on the road to worsening climate
17 change and betraying the amazing biodiversity we hold in trust for this world."
- 18 • July 21, 2015 blog post authored by Amy Moas of Greenpeace USA and published on
19 Greenpeace Canada's website, "US Pharmacy Giant Rite Aid Is Destroying Canada's
20 Boreal Forest" which falsely accuses Resolute of "jeopardizing one of the Earth's largest
21 carbon sinks and putting our global climate at risk."
- 22 • July 21, 2015 blog post authored by Amy Moas of Greenpeace USA, "Rite Aid: Still
23 Making the Wrong Choice for Forests" which falsely alleges that Resolute is "bad news
24 for the climate."
- 25 • July 27, 2015 blog post authored by Amy Moas of Greenpeace USA, "Why Forests Are
26 Critical For Public Health" which misrepresents that "the health of forests around the
27 world - and with them the health of billions of people - is in jeopardy. The Canadian
28 Boreal forest, for example, is one of the largest reservoirs of carbon in the world . . . [b]ut
it is under threat from unsustainable logging [by] [o]ne company in particular, Resolute
Forest Products."
- July 29, 2015 blog post authored by Amy Moas of Greenpeace USA and published on
Greenpeace Canada's webpage, "US Pharmacy Giant Making Wrong Choice for the
Boreal Forest" which falsely states that "the Boreal is the world's largest carbon
absorbing ecosystem, purifying the air you breath and keeping the climate stable . . . [b]ut
in Canada, one force is cutting out the heart of the forest: destructive logging . . . [and a]
major player in this forest destruction is Resolute Forest Products."

Additional examples of false publications concerning the impact of Resolute's operations on
climate change are set forth in Appendix A.

1 146. The Enterprise members, including Greenpeace Canada, Greenpeace USA,
2 ForestEthics, Paglia, Moas, Brindis, Skar and Daggett, knew based on their expertise and
3 knowledge that this association and depiction was materially false and misleading because
4 Resolute accounts for no forest loss or deforestation nor does any other forestry company in the
5 Canadian boreal. In total, less than .5% (.005) of Canada’s vast Boreal forest is harvested
6 annually, and Resolute is responsible for only a minority of that miniscule percentage. In
7 contrast, five times more trees in the Boreal are impacted annually by natural causes such as
8 fires, insects, disease, and wind blowdowns. Where Resolute does harvest (and where any other
9 companies harvest), each area is promptly and successfully regenerated either naturally (75% of
10 the time) or by Resolute or the government seeding and planting. Between 2010-2012, Resolute
11 planted an average of over 60 million trees per year, and by 2012 it had **planted its billionth**
12 **tree in Ontario alone** and has continued to plant trees there since. That is **a billion** more trees
13 than the Enterprise has ever planted in the Boreal and, of course, the direct opposite of
14 “destruction.” Indeed, there is virtually no permanent loss of Boreal forest acreage annually,
15 and the nominal .02% (.0002) that is lost, is in large part attributable not to forestry but to
16 industrial and urban development, transportation, recreation, and hydroelectricity.

17 147. Moreover, in making this “destruction comparison” false claim, the campaign
18 misrepresents and omits the science that actually finds that the Boreal is “still vast and relatively
19 undisturbed in northernmost Canada and Alaska . . . [and] among the least threatened in the
20 world” (emphasis added). Moreover, according to the Frontier Forest Index, which measures
21 the state of worldwide frontiers, Canada has a score of 8/99 (where 99 is the worst possible
22 score), receiving the fourth lowest (best) mark globally, demonstrating that, as detailed above,
23 the country’s frontier has experienced little to no loss and is by no reasonable standard
24 “endangered.” Additionally, according to the United Nations Food & Agricultural
25 Organization’s Global Forest Resources Assessment, the Canadian Boreal is not in any way an
26 “endangered forest.”

27 148. The Enterprise Members know these facts from their knowledge, experience, and
28 expertise and therefore intentionally misrepresented, among other things, that “logging is the

1 primary driver of forest loss across Canada and that one company [Resolute] is leading the
 2 charge,” and that Resolute was “destroying the boreal forest,” “responsible for the destruction of
 3 vast acres of Canada’s magnificent boreal forest,” and that the boreal is in any way
 4 “endangered.”

5 149. Indeed, when forced to defend this statement in this action, the defendants
 6 conceded that “*RFP did not literally destroy an entire forest*,” and claimed they were only using
 7 “hyperbole,” “heated rhetoric,” and “non-verifiable statements of subjective opinion” that should
 8 not be taken “literally” or seriously. Greenpeace’s own experts likewise concede that Resolute
 9 was not responsible for deforestation, but that “destruction” could also mean the possibility that
 10 harvesting might impact the forest composition of insects, fungi, fauna, and tree age because “a
 11 forest is made up of more than trees.”

12 150. However, the defendants statements about Resolute were talking explicitly about
 13 tree and “forest loss,” not tree age or fungi; “forest loss” of a type comparable to other parts of
 14 the world where entire forests were deforested and literally destroyed; and of a magnitude that
 15 the defendants said would “jeopardize[] one of the Earth’s largest carbon sinks and put[] our
 16 global climate at risk.”² It is impossible to reconcile these statements and the context in which
 17

18 ² The Greenpeace Enterprise’s allegations equating Resolute’s activities in kind and scale
 19 with the major deforestation events are ubiquitously published and republished by the Enterprise,
 including by way of example in the following:

- 20 • January 2013 report authored by Catherine Grant, Nicholas Mainville, Freya Putt,
 21 Richard Brooks, Shane Moffatt, and Stephanie Goodwin of Greenpeace Canada, along
 22 with Greenpeace USA, “Boreal Alarm: A wake up call for action in Canada’s
 23 Endangered Forests,” which associates Resolute’s activities in the Boreal Forest with the
 24 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.”
- 25 • April 29, 2014 post authored by Amy Moas of Greenpeace USA, “Exposed: 3M Sourcing
 26 From Forest Destruction,” which associates Resolute’s activities with the “rampant
 27 deforestation” occurring in Indonesia, Brazil, and Uruguay, among other highly
 destructive rainforest and other forestry.
- 28 • May 2017 report authored by Amy Moas of Greenpeace USA, “Clearcutting Free
 Speech: How Resolute Forest Products Is Going to Extremes to Silence Critics of its
 Controversial Logging Practices,” which states that Resolute is “destroying key areas” of

1 they were placed with anything other than that they intended the word “destroy” to be
2 understood by its actual meaning. It is equally impossible to reconcile the comparison to
3 massive deforestation in Asia, Africa, and South America and the threat of major climate impact
4 with defendants’ defense that the word could have simply meant an adjustment to the balance of
5 bugs, fauna, fungi and tree age. It could have, but not in the context of which it was currently
6 presented. And defendants’ inability to defend the accuracy and reasonableness of this meaning
7 for these claims is further evidence of their malice.

8 151. The same is true of their claims about climate change risk. The defendants knew
9 from their information, experience, and expertise that not only did Resolute’s harvesting not
10 create a climate change risk comparable to the deforestation in Asian, Africa, and South
11 America, even all of the harvesting in the Canadian boreal would not have created such a
12 comparable climate change risk.

13 152. To the contrary, the United Nations’ most recent reporting declares that the
14 amount of greenhouse gases stored in North American forests has increased by millions of metric
15 tons per year, and deforestation caused less than 2% of the total greenhouse gas emissions in
16 Canada in 2012, representing a miniscule portion of global greenhouse gas emissions, about
17 0.06%. All of these facts were known and understood by each of the Enterprise members based
18 on their experience, knowledge and available information but they nevertheless intentionally,
19 repeatedly made these materially, misleading claims because the specific intent was to hurt
20 Resolute to advance the campaign plan.

21 153. In addition, the “scientific evidence” the Enterprise relies on to support their false
22 claims about climate change risk is inapposite and misrepresented. While the Enterprise cites a
23 1998 study based on computer modeling of hypothetical forest landscapes with limited focus on
24 the regions in question, a more recent (2013) and comprehensive paper led by the same scientist,
25 which relied on observed data, rather than a computer simulation to evaluate the climate impacts
26

27 “Canada’s boreal forest, [with] some of the last large expanses of undisturbed natural
28 forest,” associating such loss with deforestation in Russia.

1 of Canada’s managed Boreal forest, concluded that managed Boreal forest is having a slight
2 *cooling* effect on global climate, helping rather than further warming the planet. As
3 organizations that hold themselves out as “experts,” and claims to base its campaigns on the
4 “best available science,” a strong inference must be drawn that Greenpeace either intentionally
5 failed to disclose or recklessly disregarded the 2013 study which flatly contradicts its false
6 allegations about Resolute’s impact on climate change.

7 154. Moreover, the Greenpeace Defendants further evidence their malice with their
8 additional defense in this case that their climate change claim was reasonable because “[f]orest
9 degradation unlocks the carbon stored in the soil in a variety of ways that scientists are still
10 exploring . . . [w]hen boreal forest vegetation or soils are disturbed, carbon is released,
11 accelerating climate change.” (ECF No. 60.) Even if it these claims were true, it would not be a
12 reasonable justification for its sensational claims that such activity “jeopardize[d] one of the
13 Earth’s largest carbon sinks and put[] our global climate at risk.” And it certainly would not
14 justify attributing that risk solely to Resolute as opposed to the entire forest industry. Plainly,
15 this *post hoc* excuse is not what was intended or communicated, and the defendants cannot
16 defend what was communicated, which is still further evidence of malice.

17 **iii. The Enterprise Intentionally Misrepresented Resolute’s**
18 **Operations In The So-Called “Intact” And**
19 **“Endangered” Forests.**

20 155. Because its members had been or still were part of the CBFA and its moratorium
21 that protected “virtually all of the critical habitat of the threatened woodland caribou” and also
22 had agreed to the areas in which Resolute (and the other companies were harvesting), the
23 campaign renamed various areas and minted new claims that Resolute should not be harvesting
24 there, even though it was only harvesting in areas the same Enterprise members had previously
25 agreed it was appropriate to harvest. These five new areas the enterprise claimed were
26 undisturbed, “intact forests” that it designated “endangered” forests. From the beginning, the
27 campaign intentionally misrepresented material facts about Resolute and these so-called
28 “endangered forests” in furtherance of its objective to harm Resolute’s brand and business and
that of its customers and to generate publicity and donations.

1 156. First, the enterprise made materially false and misleading statements
 2 misrepresenting the uniqueness of these so-called “endangered forests” and the pressure they
 3 were under. For example, the February 2016 Endangered Forests In The Balance Report issued
 4 by Greenpeace Canada and featured on the websites of Greenpeace Canada, Greenpeace USA
 5 and Greenpeace International intentionally misrepresents that “*Canada leads the world in loss of*
 6 *intact forests, with 21% of intact forest loss worldwide between 2000 and 2013 occurring in*
 7 *Canada . . . [b]etween 2000 and 2013 . . . nearly 50% of the Intact Forest Landscapes in the*
 8 *Montagne Blanches Endangered Forest have been lost or degraded.*”

9 157. In fact, the very study Greenpeace Canada cited reveals that rather than leading
 10 the world in intact forest loss, North America combined lost the least amount of intact forests on
 11 Earth. Even more important, far from Resolute controlling the fate of any of these intact forests,
 12 the same study revealed that the majority of intact forest loss in North America was from fire and
 13 other natural disturbances.

14 158. Likewise, the Enterprise repeatedly misrepresented that “Resolute is actively
 15 logging in and/or sourcing from some of the last large intact areas of [Canada’s] managed forest”
 16 and in “Quebec’s Last Large Intact Forests.”³ But, in fact, the Enterprise intentionally omits

17
 18 ³ The Enterprise’s false allegations associating Resolute with the destruction or loss of the
 19 last intact forest forests are ubiquitously published and republished by the Greenpeace
 Enterprise, including by way of example in the following reports and blog posts:

- 20 • January 2013 report authored by Catherine Grant, Nicholas Mainville, Freya Putt,
 21 Richard Brooks, Shane Moffatt, and Stephanie Goodwin of Greenpeace Canada, along
 22 with Greenpeace USA, “Boreal Alarm: A wake up call for action in Canada’s
 23 Endangered Forests,” which falsely associates Resolute’s harvesting with the world’s
 24 “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”;
- 25 • May 2013 report authored by Richard Brooks, Shane Moffatt, Stephanie Goodwin, and
 26 Nicolas Mainville, falsely stating that Resolute was harvesting from the “last remaining
 27 intact areas in the Montagnes Blanches” which “overlap[] with some of the most valuable
 caribou habitat and carbon-dense forest left in the province”;
- 28 • November 21, 2013 letter from Oliver Salge of Greenpeace Germany to all members of
 the European Newspaper Publishers Association falsely stating that Resolute “has a

1 from these claims that in Quebec and Ontario, approximately 85% of so-called intact forest
 2 landscapes are above the Area of Undertaking (Ontario) and the Northern Limit of Allocation
 3 (Quebec) where the law prohibits harvesting, and 90% of intact forest landscapes in Quebec are
 4 either beyond the Northern Limit or in otherwise protected areas. Resolute only harvests on a
 5 fraction of the remaining intact forest landscape below the Northern Boundary in Quebec and
 6 Ontario. Moreover, areas in which Resolute does harvest are predominately not intact forest
 7 landscapes, and any Resolute contribution is entirely immaterial, temporary, and important to the
 8 forest's cycle of regeneration and regrowth.

9 159. The enterprise also ubiquitously states only that Resolute is "destroying" these
 10 intact forests without disclosing that numerous forest companies are also harvesting in these so-
 11 called "intact forests" or, more importantly, disclosing that under the CBFA these same
 12 enterprise defendants had approved of the very harvesting that they are now say constitutes
 13 "destruction" of these "endangered forests."

14 **iv. The Enterprise Intentionally Misrepresented The**
 15 **Sustainability Of Threatened Caribou.**

16 160. The Enterprise's fraudulent campaign also intentionally misrepresents that
 17 Resolute, again alone, is "destroying" critical caribou habitat and creating the risk of
 18 "extirpation", "extinction," and a "caribou death spiral." There is no good faith basis for these
 19 claims, and the Enterprise members making them have the experience and expertise to know that
 20 and do know that. These claims are made solely to damage Resolute's brand and business and
 21 that of its customers pursuant to the campaign plan.

22 record of unsustainable and irresponsible operations in Canada's Boreal Forest, one [of]
 23 the last remaining intact forest ecosystems on the planet";

- 24 • April 15, 2015 blog post authored by Daniel Brindis of Greenpeace USA, "Rite-Aid
 25 Making the Wrong Choice For Ancient Forests," which falsely accuses Resolute of
 "logging in the last undisturbed ancient forests in Quebec and Ontario";
- 26 • May 2017 report authored by Amy Moas of Greenpeace USA, "Clearcutting Free
 27 Speech: How Resolute Forest Products Is Going to Extremes to Silence Critics of its
 28 Controversial Logging Practices," published on Greenpeace USA, Greenpeace Canada,
 and Greenpeace, which falsely associates Resolute's harvesting with the loss of
 "Canada's remaining large intact areas of undisturbed forest."

1 161. As a threshold matter, the Enterprise only describes Resolute as a destroyer of
2 these habitats but none of the many other forest companies who are regularly harvesting in the
3 same habitat. That is because the harvesting in these habitats is not destructive. Indeed, while
4 the CBFA enterprise members were still part of that Agreement, they agreed that harvesting
5 could and would be done in these areas. Indeed, they agreed that Resolute could harvest in most
6 or all of the areas it is now being accused of improperly harvesting.

7 162. More important, the Enterprise misrepresents the relevant science and study
8 findings in associating Resolute's activities with the "dramatic decline" of woodland caribou in
9 Canada "due to industrial pressure" that the Enterprise claims has caused the loss of "50% of
10 caribou habitat in the last 100 years," and asserting that the "caribou herds whose range overlaps
11 with Resolute's Montagne Blanches operations are unlikely to survive beyond 50 years due to
12 continuing habitat destruction."⁴ Indeed, these are gross misrepresentations of the facts and
13 science.

14 ⁴ Greenpeace disseminates these claims ubiquitously in website, blog, Twitter, and other internet
15 publications as well as in direct email and other communications, including, by way of example,
16 in the following Greenpeace reports and blog posts:

- 17 • May 21, 2013 report authored by Richard Brooks and Shane Moffatt of Greenpeace
18 Canada in collaboration with Stephanie Goodwin, Nicolas Mainville and Holly
19 Postlethwaite of Greenpeace Canada, "Resolute's False Promises: The [Un]Sustainability
20 Report," which falsely asserted that "Resolute talks up the 'vital role' protecting habitat
21 plays in its operations while in fact the company is actively logging the remaining habitat
22 of caribou herds that have been deemed to be not self-sustaining"
- 23 • June 1, 2015 blog post authored by Richard Brooks of Greenpeace Canada and published
24 on Greenpeace USA's webpages, "What Did 10,000 Tweets Say To Resolute Forest
25 Products," which falsely attributed the threat of woodland caribou extinction to
26 Resolute's operations.
- 27 • July 29, 2015 blog post authored by Amy Moas of Greenpeace USA and published on
28 Greenpeace Canada's webpage, "US Pharmacy Giant Making Wrong Choice For The
Boreal Forest," which falsely represented: "For years, Resolute has been needlessly
destroying critical habitat of the endangered woodland caribou"
- August 14, 2015 blog post authored by Joanna Kerr of Greenpeace Canada,
"Collaboration Is The Key To Sustainability In Canada's Boreal Forest," which falsely
alleged that the "woodland caribou herd overlapping Resolute-managed Caribou Forest is
experiencing excessive disturbance of its habitat," and further represented without any
basis, that this purported "shortcoming" contributed to FSC's decision to terminate
Resolute's forestry certificates. Greenpeace USA republished the post on the same day
on its website.

1 163. First, in 2010 and 2011, in talking about the CBFA that it negotiated, Greenpeace
2 heralded that the agreement provided, in Greenpeace’s own words, a “moratorium area that
3 protected virtually all of the habitat of the threatened woodland caribou.” Yet, to this day,
4 Resolute’s harvesting remains absent from “virtually all of [that] habitat,” and, therefore, the
5 woodland caribou could not possibly have gone from “protected” to “endangered” due to
6 Resolute’s activities.

7 164. Second, to the extent that Resolute has since the end of that suspended period
8 under the CBFA harvested in some nominal portion of the area that Greenpeace previously
9 admitted “protected virtually all of the habitat of the threatened woodland caribou,” such
10 incursions were at miniscule levels of approximately .41% (.0041) of “virtually all of th[at]
11 habitat” and some of that was to salvage wood from areas leveled by fire or other natural
12 disturbances. Put most simply, it cannot possibly be credibly stated that the reduction of .0041
13 from a 29 million hectare “area that protects virtually all of the caribou habitat” caused woodland
14 caribou to go from “protected” to “endangered” by Resolute’s harvesting. Indeed, the
15 Enterprise’s flip-flop from triumphantly declaring the caribou protected to alarmingly declaring
16 the caribou endangered by Resolute, based on virtually identical circumstances, demonstrates its
17 bad faith. And this bad faith is further evidenced by the fact that these miniscule incursions were
18 always contemplated by the CBFA, and, in most cases, explicitly agreed to by the Enterprise
19 Members, including Greenpeace Canada, ForestEthics and Canopy, under the CBFA.

20 165. Third, the Enterprise attributes entirely the purported disruption of all the other
21 forest companies operating in these same intact forest landscapes where the Enterprise maintains
22 Resolute harvesting is “destruction” but these other companies are not. For example, in the
23 Trout Lake-Caribou Endangered Forest that is one of the five intact forest landscapes the
24

25 • October 12, 2015 blog post authored by Amy Moas of Greenpeace USA, “Maker of Post-
26 It Notes Lives Up To Promise, Begins to Eliminate Destructive Logger from Supply
27 Chain,” which falsely accused Resolute of “degrading” the “habitat of endangered
28 wildlife, like the Woodland caribou.” A similar blog post by Shane Moffatt of
Greenpeace Canada was published on Greenpeace Canada’s website the same day.
Additional examples of Greenpeace’s false publications concerning Resolute’s putative impact
on the woodland caribou are set forth in Appendix B.

1 Enterprise claims should be protected because it is intact and overlaps with a caribou range,
2 Resolute accounted for only .04% of the harvest from that area last year. Moreover, Resolute is
3 responsible for just over 10% of the fibre harvested in the Caribou Zone in Ontario. Thus, if the
4 enterprise's allegation is true that harvesting by Resolute would "jeopardizing woodland
5 caribou" in Ontario and its priceless "intact endangered forest," than 99.96% of that harvesting
6 was done by some other company and should be the subject of the enterprise's focus. But it is
7 not true, so there is no such focus.

8 166. Likewise, the Enterprise's claims that "caribou herds whose range overlaps with
9 Resolute's Montagne Blanches operations are unlikely to survive beyond 50 years due to
10 continuing habitat destruction" and that the Quebec chief forester determined "that 92% of the
11 habitat in Quebec is too degraded for caribou to prosper" grossly misrepresents the studies on
12 which they are relying. The truth is that the overwhelming amount of the caribou range in
13 Quebec is not disturbed and that, according to the very studies the enterprise misrepresents, 94%
14 of the caribou herds that overlap with what the enterprise calls the Montagnes Blanches enjoy
15 undisrupted habitats and are identified as self-sustaining. Another almost 4% are stable. Of the
16 remaining 2%, in two herds of 150 caribou each, Resolute has harvested out of a nominal part of
17 their habitat.

18 167. Fifth, there is no legitimate basis to associate Resolute with the "dramatic
19 decline" of woodland caribou in Canada "due to industrial pressure" and what the Enterprise
20 claims has caused the loss of "50% of caribou habitat in the last 100 years," To the contrary, the
21 science Greenpeace cites unequivocally demonstrates that the dramatic habitat and population
22 losses have emanates not from Ontario or Quebec where Resolute operates, but from western
23 Canada, especially Alberta and British Columbia, far from Resolute's operations. Thus, the
24 2014 report on Canadian woodland caribou by Global Forest Watch, which the Greenpeace
25 Enterprise cites frequently in this and other contexts, (a) concluded that "[o]ur analysis clearly
26 indicates that the threat to boreal caribou is highest in Alberta" (where Resolute does not
27 operate); (b) identified all fifteen of the designated caribou habitats in Alberta and British
28 Columbia (where Resolute does not operate) as having the highest habitat disturbance levels and

1 at highest population risks; and (c) did not, in contrast, identify any of the designated habitats the
2 Greenpeace Enterprise associates with Resolute's Quebec operations as being similarly at risk.

3 168. Moreover, the Canadian government's Environment Canada study "Recovery
4 Strategy for the Woodland Caribou (*Rangifer tarandus caribou*), Boreal population, in Canada,"
5 that the Greenpeace Enterprise cites for its false claims that Resolute's logging in the last
6 remaining Intact Forests is threatening endangered woodland caribou, points squarely to these
7 same far off regions and other actors as the source of risk to caribou and their habitats. The
8 study designates all twelve of the identified herds in Alberta as being non-self-sustaining with
9 habitat disturbance levels well over 60%, and all five herds in British Columbia as being non-
10 self-sustaining with habitat disturbance levels between 57-80%.

11 169. Sixth, the Enterprise's attempt to create the false impression that Resolute is
12 logging in the last intact forests in Quebec and Ontario, thereby creating disturbances that lead to
13 the population decline of woodland caribou in those regions, is likewise misleading. As set forth
14 in the Environment Canada report, many of the regions in Ontario and Quebec – including those
15 in which Resolute does not hold harvesting rights -- have already been disturbed, including by
16 impacts other than harvesting, such as fire.

17 170. Seventh, the Greenpeace Enterprise purports to identify eight herd ranges that
18 overlap with Resolute's operations in Quebec and Ontario which have less than the government
19 identified minimum of undisturbed habitat, including Pipmuacan, Manouane, Manicouagan,
20 Charlevoix, Val D'Or, Temiscamie, Quebec, Brightsand, Churchill and Nipigon. However, Val
21 D'Or is not near any Resolute operations and was obviously included because it is the one herd
22 in Quebec and Ontario identified as least likely to survive. Moreover, Greenpeace fails to
23 disclose that the Environment Canada report actually states that Churchill and Nipigon each have
24 undisturbed habitats above the 65% government recommended minimum. Thus, to artificially
25 increase the number of herds Greenpeace alleges Resolute is negatively impacting, Greenpeace
26 does a "bait and switch" and cites a different study to support its allegations of disturbance in
27 those regions.

28

1 171. Eighth, the Enterprise likewise fails to disclose that in both Quebec and Ontario,
2 Resolute's harvesting is conducted according to management plans issued by the provincial
3 governments, which have responsibility for caribou management, that include, among other
4 things, long-term plans to restore and maintain caribou habitats, establish protected areas, and
5 implement effective management practices. Indeed, the land on which Resolute harvests in
6 Quebec is owned by the Province of Quebec and if Resolute was not logging there, some other
7 forestry company would be.

8 172. These are all facts known to Greenpeace USA, Greenpeace Canada, ForestEthics
9 and Paglia because they possess the information and have the experience and expertise to
10 understand it. It is misrepresented because they wanted to misrepresent it in order to harm
11 Resolute's brand and business and that of its customers.

12 173. Notwithstanding the fact that Resolute's initial complaint rebutted these false
13 allegations and Greenpeace's putative evidence, Greenpeace continues to disseminate these lies,
14 including in its recent report "Clearcutting Free Speech" report. Tellingly, the Clearcutting
15 report, while riddled with hundreds of footnotes, obfuscates the name of the study which
16 Greenpeace purports to rely on to support its allegations about the impact of Resolute's
17 operations on woodland caribou, referring to the study as "Environment Canada (2012)." The
18 reason for this is simple: Greenpeace wants to simultaneously create the appearance of scientific
19 support while at the same time making it hard for the reader to reference the putative support
20 since it flatly contradicts Greenpeace's false and malicious lies.

21 v. **The Enterprise Misrepresents Resolute's**
22 **Relationship with First Nations Communities.**

23 174. Perhaps the most insidious lie the Enterprise peddles to defraud donors is that
24 they will be protecting indigenous communities, called in Canada "First Nations," who live in
25 the Boreal forest and who the Enterprise misrepresents Resolute has exploited, "abandoned," and
26 "impoverished."⁵

27 _____
28 ⁵ The Enterprise has ubiquitously published and republished these claims on its website, blogs,
internet forums, Twitter and in direct communications via email and personal communications
including, by way of example, the following:

1 175. The fact, however, is just the opposite. While Resolute obviously has issues with
2 its First Nations partners from time to time like any commercial enterprise, it unquestionably
3 provides substantial economic benefits to the people and communities in the Boreal through
4 employment, vendor contracts, the purchase of wood harvested by these communities, and
5 through various forms of joint ventures and partnerships through which they share in the
6 economics of Boreal forestry. It is this shared interest in the sustainable use of the Boreal that
7 accounts for the overwhelming support Resolute enjoys among the people and communities in
8 the Boreal, completely contrary to the Enterprise's claims.

9 176. Resolute has numerous successful partnerships with various First Nations,
10 including the Fort Williams First Nation, Couchiching First Nation, Mitaanjigamiing First
11 Nation, Nigigoonsiminikaaning First Nation, Seine River First Nation, Lac La Croix First
12 Nation, Lac des Mille Lacs First Nation, Wabigoon Lake Ojibway Nation, Atikamekw Council

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- 15 • June 1, 2015 blog post authored by Richard Brooks of Greenpeace Canada and published
16 on Greenpeace USA's website: "What did 10,000 Tweets Say to Resolute Forest
17 Products" which falsely declares that Resolute has widespread conflicts with First
18 Nations communities by stating that "[w]e came to lend our voice to Indigenous First
19 Nations community leaders who are demanding that Resolute respect their rights and
20 desires for protection for their traditional territories."
 - 21 • July 21, 2015 blog post authored by Amy Moas of Greenpeace USA, "Rite Aid: Still
22 Making the Wrong Choice for Forests" which falsely accuses Resolute of "ignor[ing] the
23 rights of First Nations communities that have inhabited the Boreal for countless
24 generations and who are decision-makers in their territories." This allegation was also
25 repeated in another July 21, 2015 blog post, "US Pharmacy Giant Is Destroying Canada's
26 Boreal Forest" and a July 28, 2015 blog post, "US pharmacy giant making wrong choice
27 for the Boreal Forest."
 - 28 • February 2016 publication by Greenpeace Canada, "Endangered Forests in the Balance:
The impact of logging reaches new heights in the Montagnes Blanches Endangered
Forest" which falsely declares that Resolute is responsible for disputes with First Nations
communities by stating that "[t]o 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
activities on First Nations territories overlapping the Montagnes Blanches Endangered
Forest."

Additional examples of false publications concerning Resolute's putative disputes with First Nations published on Greenpeace's website are set forth in Appendix C.

1 of Obedjiwan, Kitigan Zibi Anishinabeg and the Gull Bay First Nation, among others. Among
2 these are the following examples:

- 3 • Fort William First Nation: On May 14, 2013, Resolute celebrated the 10th
4 anniversary of its Thunder Bay sawmill partnership between Resolute and the
5 Fort William First Nation, which only the year before had become the first facility
6 in Canada to operate under regulations created by the First Nations Commercial
7 and Industrial Development Act facilitating industrial development with First
8 Nations on their land. The project's ongoing success is the result of Resolute's
9 even broader collaboration with the Fort William First Nation, many members of
10 which are employed at and provide contracting and supplies to the mill.
- 11 • Wabigoon Lake Ojibway Nation: Resolute assisted the Wabigoon Lake Ojibway
12 Nation in establishing a tree nursery in their community in the late 1990s and has
13 purchased between 1-1.5 million trees annually from the nursery to support
14 regeneration activities. Resolute also employs members of the Nation at its
15 Ignace sawmill.
- 16 • Atikamekw Council of Obedjiwan: The Opitciwan Sawmill is a unique joint
17 venture operation that has operated successfully since 1988. The Atikamekw
18 Council of Obedjiwan owns 55%, while Resolute owns 45%. The sawmill is
19 located on reserve land and employs numerous community members. As part of
20 the joint venture, Resolute has contributed to the maintenance of road access to
21 the community, supported infrastructure, assisted in the implementation of the
22 sawmill forestry service and entered into wood purchase agreements with the
23 community. In September 2013, the sawmill was awarded the prestigious
24 Aboriginal Business Leadership Award by the Forest Products Association of
25 Canada and the Canadian Council for Aboriginal Business, in recognition of its
26 exemplary history in the community, its commitment to sustainability, the high
27 quality of its production, and a number of other criteria.
- 28 • Kiashke Zaaging Anishinaabek, or KZA: The KZA First Nation harvests wood
from the Black Spruce sustainable forest license area and delivers round wood,
wood chips and biomass fuel to Resolute's Thunder Bay operations.
- Lac des Mille Lacs First Nation: Resolute has entered into a partnership
agreement with the Lac des Mille Lacs First Nation to identify and pursue new
economic opportunities related to the harvesting and management of the Black
Spruce and Dog River-Matawin forests for its facilities in Northwestern Ontario.
- Conseil des Innus de Pessamit: Resolute has a collaboration agreement with the
Conseil des Innus de Pessamit, providing for the recruitment, training, and hiring
of Innu labor in Quebec's Côte-Nord region and investment in Innu businesses in
the forest, biofuel and wildlife industries.
- Pekuakamiulnuatsh Takuhikan (Mashteuiatsh): In 2015, Resolute raised
significant funds for organizations in the Innu community of Pekuakamiulnuatsh
Takuhikan (Mashteuiatsh) in the region of Saguenay-Lac-Saint-Jean (Quebec)
and Resolute's President and Chief Executive Officer, Richard Garneau, served as
honorary chairman of the Mashteuiatsh summer festival promoting and preserving
the community's rich history.
- Nigigoonsiminikaaning First Nation, Lac des Milles Lacs First Nation, Seine
River First Nation, Couchiching First Nation, Mitaanjigamiing First Nation, and
Lac La Croix First Nation: Resolute signed a Memorandum of Agreement

1 (“MOA”) that sets out the framework for several contracts that have resulted in
2 C\$100 million in new business for six First Nations MOA partners over the next
3 five years.

3 177. Resolute also works with local and provincial governments to support continued
4 economic development. Some recent examples include (all values in C\$):

- 5 • The Quebec Economic Investment, administered by the provincial government, to
6 which Resolute has contributed \$2 million per year over five years for a total of
7 \$10 million to be spent on industry diversification and economic development.
- 8 • Similar funds have been created in the MRC Domaine-du-Roy and the MRC
9 Maria Chapdelaine in Quebec, to each of which Resolute has contributed
10 \$200,000 per year over five years for a total of \$1 million in each of the two funds
11 to be spent on community and economic development.
- 12 • A separate fund exists in Ontario, administered by the Minister of the
13 Environment, to which Resolute has contributed \$1 million per year over five
14 years for a total of \$5 million to be spent on environmental projects and activities
15 in the Province.
- 16 • During the mill closure process, Resolute engages with local stakeholders to
17 support the continued prosperity of their communities through the maintenance,
18 repurposing and sale of idled assets to other investors. This includes heating
19 facilities through the winter, creating partnerships to safely demolish old facilities
20 and most often selling the mills for the symbolic sum of \$1 to local governments
21 while retaining all environmental remediation responsibility.

16 178. In depicting itself as the protector of these Boreal people and communities, the
17 Enterprise not only lies to those it is attempting to defraud, but lies about the people and
18 communities it falsely claims to protect. Far from protecting these people and communities, the
19 Enterprise’s disinformation campaign, extortion, and other illegal conduct has inflicted enormous
20 economic hardship on the Boreal people and communities -- contributing to the closing of their
21 businesses and joint ventures, putting them out of work, and depriving them of buyers for their
22 products.

23 179. Likewise, the Enterprise’s mantra that it is protecting the interests of the First
24 Nations grossly misrepresents the truth that but for a very small number of First Nation
25 communities, the vast majority of First Nations have constructive and economically beneficial
26 relationships with Resolute that the Enterprise’s efforts would only serve to destroy.

27 180. The fact is that the sustainable utilization of the Boreal is in the shared interests of
28 all interested parties, including Resolute, the Boreal people and communities, and the Canadian
federal and provincial governments, who ultimately decide how best to address all the competing

1 considerations. The harvesting that occurs is the product of a robust and rigorous political and
2 economic process in which all relevant considerations are carefully weighed.

3 181. The only party who is genuinely not interested in these considerations is the
4 Enterprise, which is a stranger to the Boreal with no skin in the game other than using the Boreal
5 to raise money, none of which is spent on any real conservation efforts in the Boreal. Highly
6 misleading and hypocritical is the Enterprise's request for donations to address Resolute's
7 purported "abandoning" of the local communities by closing facilities and "laying off thousands
8 of workers" that fails to explain that these closures and layoffs are a result of economic and
9 market realities, and in some cases, at least partly because of the "Resolute: Forest Destroyer"
10 campaign. Even then, far from abandoning these communities, where Resolute has been forced
11 to discontinue operations, it has provided substantial notice of such actions and worked diligently
12 with affected employees, all levels of government, and other local authorities on programs to
13 lessen the impact of permanent closures.

14 182. Ignoring Resolute's real relationship with the Boreal community, the Enterprise
15 grossly distorts and overemphasizes singular issues and events to smear Resolute. For example,
16 grasping at ways to smear Resolute, the Enterprise misrepresents that Resolute did not intend to
17 honor its pension obligations, but instead would tell its workers "give us decades of work and
18 we'll pay you back with decreased pension benefits." In fact, Resolute has always committed to
19 honor 100% of the pension benefits under registered plans for its over 20,000 Canadian and
20 American pensioners even when it had the opportunity to reduce those obligations, while many
21 other companies in this industry had, in fact, cut pension benefits by as much as 40%.

22 183. Likewise, the Enterprise accuses Resolute of attempting to "impoverish" the
23 residents of Thunder Bay through tax breaks. What the Enterprise misrepresents as a "tax break"
24 was a routine property tax assessment appeal Resolute filed because declining property values
25 had resulted in it being overtaxed under the existing tax regime. It was not seeking a "break"
26 from that existing regime; it was seeking the proper application of that regime. Similar cases
27 filed by other forestry companies have found taxes were overvalued by 60% and 73%. Even if
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1 its appeal succeeds, Resolute will remain one of the largest industrial employers in Thunder Bay
2 and one of the largest taxpayers.

3 184. Indeed, in response to these false allegations, on April 17, 2014 the Seine River
4 First Nation wrote to Greenpeace Canada to “set the record straight” regarding Greenpeace’s
5 false accusations that (1) Resolute’s practices show “disregard for Indigenous rights and
6 disrespect for workers and the communities in which they operate,” and (2) Resolute’s “policies
7 and practices don’t recognize [First Nations’] rights and the company continues to generate
8 conflict through unsustainable operations on culturally valuable forests.” Chief Klyne
9 admonished Greenpeace Canada for making this false charge notwithstanding that Greenpeace
10 never consulted with the Seine River First Nation before purporting to speak on behalf of the
11 First Nations:

12 To my knowledge, Greenpeace has never asked us for a presentation on
13 Manitou Aki Inikonigaawin [Great Earth Law]. Greenpeace has never
14 asked us for our vision for our lands, forest, and water. Nor has
15 Greenpeace asked us about our vision of resource development or non-
16 development within these resource sectors. This is concerning given the
17 Board of Greenpeace has a policy on Indigenous Rights. . . . Quite
18 frankly, the Greenpeace assertion that it speaks for First Nations
19 impacted by practices on our homelands is not only false, but insulting
20 and misleading

21 185. To the contrary, as Chief Klyne explained, the First Nations of the Sapawe Forest
22 area have engaged in discussions and negotiations with Resolute and Ontario since 2010 and, in
23 agreeing to become the forest management unit for the Sapawe forest, gave free, prior and
24 informed consent, which “lead to partnerships with Resolute on other fronts that allows the First
25 Nations to develop economic certainty for the future.” Demonstrating that the true objective of
26 the Enterprise was to designate Resolute as a false actor without consideration for the land,
27 species or First Nations it falsely purports to represent, Chief Klyne advised Greenpeace that
28 rather than protect the First Nations, the Enterprise’s disinformation campaign “has sabotaged
our efforts to get out of the Welfare state and become economical self-dependent by contacting
our destination market to not buy products from us.”

vi. **The Enterprise Misrepresents Resolute’s FSC Certification Status.**

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186. The Enterprise repeatedly misrepresents that Resolute had four FSC certificates revoked because FSC auditors determined Resolute was engaged in the same serious misconduct the Greenpeace’s Enterprise “Resolute: Forest Destroyer” campaign alleged, including its misrepresentations that Resolute was engaged in “unsustainable forest operations,” “reckless clear cutting,” “logging in Endangered Forests without consent of First Nations,” “destroying critical habitat for the endangered woodland caribou” and, thereby, causing a “high risk of extirpation of caribou herds and many other species,” and being “unwilling to take steps needed to create real solutions to protect these forests that scientists say must be protected” or “work collaboratively with stakeholders and achieve consent . . . from First Nations Communities.”⁶

187. As an initial matter two of Resolute’s FSC certificates expired at the end of their five year terms, not because of “serious shortcomings,” as the Enterprise misrepresents. This was made clear in press releases issued by Rainforest Alliance and FSC Canada. First, in a December 31, 2014 press release, Rain Forest Alliance stated that the Mistissini-Peribonka FSC certificate in Quebec “reached the five-year expiration date of the certification agreement on December 3, 2014 and therefore the certificate status changed from suspended to terminated in the FSC system.” Likewise, a January 13, 2015 press release announcing the termination of Resolute’s Caribou Forest FSC certificate in Ontario clearly disclosed: “[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.” Thus, the Enterprise’s attempts to characterize the certificates as terminated due to Resolute’s “serious shortcomings” is a lie.

⁶ Greenpeace has ubiquitously published and republished these claims on its website, blogs, internet forums, Twitter and in direct communications via email and personal communications including, by way of example, the following: December 16, 2013 blog post authored by Daniel Brindis of Greenpeace USA, “Its [sic] Not Our Fault That We Lost Our Green Label’ says logging giant Resolute”; March 18, 2014 blog post authored by Greenpeace Canada, “Mount Royal Cross Transformed Into Scales Of Justice: Greenpeace Protests The Reckless Destruction Of Canada’s Boreal Forest”; August 14, 2015 blog post by Joanna Kerr of Greenpeace Canada, “Collaboration Is The Key To Sustainability In Canada’s Boreal Forest” and republished on Greenpeace USA’s website; January 2016 report authored by Amy Moas of Greenpeace USA “Resolute Forest Products: Key Risks And Concerns For Investors”; and February 2016 report authored by Greenpeace Canada, “Montagnes Blanches Endangered Forest.”

1 188. Moreover, the audits that led to temporary suspensions of two FSC certificates
2 were not based on any such wide-ranging or substantial findings. Instead, the suspensions were
3 based on narrow and idiosyncratic issues, most of which were out of Resolute’s control, and an
4 unprecedented treatment of those issues by those handling audits.

5 189. First, one audit cited a specific, complex territorial dispute between the Quebec
6 Government and two First Nations concerning a portion of the audited area that was unresolved
7 at the time of the audit, even though Resolute was not a direct party to the dispute and lacked any
8 ability to control or resolve it.

9 190. Second, both audits challenged the adequacy of the provincial government’s
10 caribou conservation plans, which was also not an issue Resolute controlled. Moreover, other
11 FSC holders relying on the same caribou habitat conservation plan did not have their FSC
12 certification suspended.

13 191. Third, contrary to the Enterprise’s claims otherwise, these temporary suspensions
14 had nothing to do with Resolute’s on-the-ground practices or compliance with any laws or
15 regulations.

16 192. Fourth, most important, the Enterprise’s claims about Resolute’s FSC compliance
17 do not disclose the Enterprise’s direct and indirect role in the suspensions Resolute suffered, or
18 that Resolute was treated dramatically differently than other FSC certificate holders operating in
19 the same areas. Greenpeace’s “Resolute: Forest Destroyer” campaign targeted Resolute’s
20 relationship with FSC and its FSC auditors from the very start, with a parallel campaign
21 attacking FSC for not being stringent enough.

22 193. That campaign soon evolved into direct claims by the Enterprise that FSC and its
23 auditors were not tough enough on Resolute the “Forest Destroyer.” Thus, as it would do with
24 Resolute customers, the Enterprise threatened to tarnish the FSC brand by accusing it of
25 certifying Resolute despite the Enterprise’s highly publicized claims that Resolute was
26 destroying the Boreal forest, its woodland caribou, and its indigenous people. Once the threat
27 was set, the Enterprise began filing formal complaints with the FSC and Resolute’s auditors, and
28 engaging in a campaign of informal communications, to pressure and precipitate the suspension

1 of Resolute's certification, which the Enterprise would then use to further attack Resolute and
2 raise funds. Demonstrating how deeply the Enterprise had infiltrated Resolute's Canadian FSC
3 certification and dispute resolution process, a preliminary and non-public report on a Cree
4 complaint filed against Resolute appeared on the Greenpeace Defendant's website even though it
5 was not a party to that complaint or investigation.

6 194. The Enterprise's success in contaminating Resolute's Boreal FSC certifications is
7 evidenced by, among other things, the dramatically disparate treatment to which Resolute's FSC
8 certifications were subjected, including, among other things, the following:

9 (a) **First Nations** – In Quebec, FSC auditors issued major non-compliances to
10 Resolute for disputes with First Nations, which ultimately contributed to its two suspensions,
11 even though other certificate holders had similar or larger disputes with no non-compliances
12 even declared let alone suspensions issued, and harvested in the very same First Nation's
13 territory using the very same means, which was mandated by the government's forestry officials.
14 Moreover, Resolute was suspended for implementing a government mandated harvesting
15 approach because the Cree purportedly preferred an alternative method -- mosaic cutting -- that
16 is detrimental to caribou and prohibited by the government, but no other certificate holders who
17 likewise followed the law in the same territory over the same Cree objections suffered similar
18 consequences.

19 (b) **Caribou Plans** – FSC auditors deemed compliance with the government's
20 regional caribou plan to be insufficient for Resolute while it was deemed sufficient for two
21 certificate holders on adjoining management units and a third certificate holder on another
22 adjacent management who was not even complying with the regional plan and who also was
23 harvesting in prohibited mosaic cut-blocks that are highly-detrimental to woodland caribou.
24 Similarly, FSC auditors deemed insufficient Resolute's compliance with the government's
25 established 35% habitat disturbance rate, the disturbance level was barely even examined in audit
26 reports for other certificate holders, even those operating in the same caribou habitats as Resolute
27 and with greater disturbance levels than Resolute. Indeed, while overall compliance with the
28 Federal Recovery Strategy was a key requirement imposed by Resolute's auditors, it was and

1 continues to be ignored in most other certificate audits even when audited by the same person.
2 Indeed, Resolute was required to conduct long-term modelling and monitoring of disturbance
3 levels, best available habitats, road network densities, and old forest impacts to demonstrate
4 compliance with federal law even though certificate holders in adjacent areas were not even
5 required to explain their efforts to comply with that law. Ultimately, Resolute was issued one
6 major non-compliance for planning operations in unfragmented, intact forests, but adjacent
7 certificate holders were not, despite exceeding maximum disturbance thresholds in the same
8 forests.

9 (c) **Allowable Cut Calculation** – In Quebec, the allowable cut calculation is the
10 responsibility of the government’s chief forester. For other certificate holders, this chief
11 forester’s calculation was sufficient to sustain certification, but Resolute was required to prepare
12 a separate calculation that incorporated various FSC standards that were not even mentioned in
13 the audit reports of other certificate holders. Resolute was issued a major non-compliance
14 finding for failing to do this to the auditor’s subjective satisfaction.

15 (d) **Old Forests** – Resolute was the only certificate holder for whom the
16 governments’ approach for old forests was deemed inadequate. It alone was subjected to a
17 subjective auditor determination of what should be required.

18 (e) **Gap Analysis** – FSC requires that “gap analyses” be conducted to ascertain the
19 need for additional protected areas in forest tenures. Resolute used the widely utilized MNR
20 GapTool to conduct this analysis, as did most other certificate holders, because, among other
21 reasons, Ontario legally mandates its use. The auditors informed Resolute that it was not
22 permitted to use MNR GapTool for FSC purposes, nor could it use other commonly accepted
23 methods used by other certificate holders.

24 (f) **Maximum Contributions** – Where the gap analysis so indicates, “maximum
25 contributions” of acreage must be made to add to protected areas. Although Resolute tenures in
26 Ontario currently have the highest level of regulated parks and protected areas in Ontario by
27 substantial margins, it submitted 199,000 hectares of additional candidate sites, which would
28 have resulted in 1 million hectares of parks and protected areas associated with Resolute’s

1 tenures. Ontario's Ministry of Natural Resources concluded, "the areas identified for protection
2 would maximize contributions needed to enhance representation through filling remaining gaps
3 within the extent of your tenure." Nevertheless, Resolute's FSC auditors declared it insufficient,
4 despite approving another certificate holder's proposed contribution of merely 5,000 hectares.

5 195. The Enterprise not only mischaracterizes the reasons for Resolute's suspensions,
6 it also misrepresents and omits the true facts about Resolute's overall record of FSC and other
7 certification compliance. Resolute is one of the largest holders of FSC sustainable forest
8 management certificates in all of North America and in January 2015 successfully renewed its
9 FSC certificates in the Mauricie, Abitibi (jointly with Tembec) and North Shore regions of
10 Quebec. The North Shore certificate was renewed based on the caribou habitat conservation
11 plan prepared and implemented by the government of Quebec.

12 196. Moreover, the Enterprise has misrepresented that Resolute no longer supports
13 FSC certification and is actively seeking to undermine the FSC brand. In fact, Resolute has
14 always remained a supporter of FSC certification standards, both in terms of sustainable forest
15 management certification and chain of custody certification, and is one of the largest holders of
16 FSC certificates in North America. Although the company has received notice of temporary
17 suspensions under the FSC National Boreal Standard in a process contaminated by Greenpeace,
18 all of the areas in question nevertheless remain certified under the SFI standard. Indeed, in 2012,
19 the World Wildlife Fund (WWF) announced Resolute as the largest manager of FSC certified
20 forests in the world, and at one time Resolute achieved FSC certification of 76% of the
21 company's managed forests. Moreover, 100% of the woodlands Resolute manages are audited
22 and certified by independent third parties, and Resolute has publicly committed to maintaining
23 100% certification in its operations.

24 **vii. The Enterprise Falsely Accuses Resolute of Harvesting**
25 **in the Protected Areas of the Broadback Valley, Trout**
26 **Lake, and Montagne Blanches.**

27 197. Although the Enterprise purported to retract its 2012 claims that Resolute was
28 harvesting in the areas prohibited under the CBFA, it quickly revived this fraud in a different
form. Rather than use doctored photos and explicit claims, it now unilaterally redrew maps and

1 rewrote long-standing geographical delineations to again make the materially false and
2 misleading accusation that Resolute was improperly harvesting in protected areas that it should
3 not and in which it had agreed not to operate, including particularly what Greenpeace’s newly
4 minted delineations for the Broadback Valley, Trout Lake, and Montagnes Blanches.

5 **(1) Broadback Valley**

6 198. The Enterprise’s “Resolute: Forest Destroyer” campaign falsely accuses Resolute
7 of building roads and infrastructure in the Broadback Valley -- which it characterizes as one of
8 the last remaining intact forests in Northwest Quebec -- in violation of a moratorium Resolute
9 entered into with Greenpeace Canada, Canopy, and CPAWS in March 2010. This is false.

10 199. In an April 30, 2009 press release jointly issued by the Cree Nation and SNAP,
11 the Cree-SNAP proposed a 16,000 km² moratorium in the Broadback Valley, comprised of
12 12 000 km² of deferred harvest land in the working forest, and 4,000 km² above the northern
13 limit, totaling 16,000 km². (“Cree-SNAP moratorium”). In March 2010, Resolute and other
14 forestry companies had voluntarily agreed to not harvest in certain areas in which the Quebec
15 government had directed them to harvest in order to give the Quebec government, which holds
16 title to and directs the harvesting of the boreal forest in Canada, an opportunity to address the
17 Cree-SNAP proposal. Resolute honored and continued to honor this moratorium until it expired
18 later in 2013. At the time the side agreement was executed, it was expressly understood that the
19 commitment was for the short term, and that harvesting would need to continue outside the area
20 covered by the Cree-SNAP moratorium, including in caribou habitat.

21 200. Despite the fact that its commitment was for the “short term,” to this date, i.e.
22 seven years later, Resolute has honored the moratorium it entered into with these three ENGOs.

23 201. Nevertheless, as part of the “Resolute: Forest Destroyer” campaign to single out
24 Resolute as an outlier, primary responsible for destruction of the last remaining intact forest
25 landscapes in Quebec, the Enterprise falsely accused Resolute of harvesting in the “Broadback,”
26 in violation of the moratorium by simply expanding the Cree-SNAP moratorium area 180% to
27 include areas that are plainly outside the agreed-upon moratorium, and which the parties
28 expressly understood that Resolute would continue logging. This false allegation was featured

1 prominently in the Enterprise’s May 2013 Unsustainability Report, in which the Enterprise
2 through Richard Brooks and Shane Moffatt of Greenpeace Canada, falsely accused Resolute of
3 logging in the Broadback against the wishes of the Cree. The report included a map entitled
4 “Broadback Valley Forest,” which depicted a region that Greenpeace unilaterally expanded
5 beyond the Cree-SNAP moratorium implemented by Resolute in 2010. Along with the map, the
6 Unsustainability Report stated: “Resolute operates in three of Canada’s ‘Endangered Forest’
7 areas to source its ‘sustainable’ products. . . . In the heart of Cree traditional territory lies one of
8 the last remaining intact forests of northwest Quebec – the Broadback Valley ‘Endangered
9 Forest.’” Consistent with the Enterprise’s model to sensationalize its claims, the Unsustainability
10 Report also included a photo of a road captioned “Logging road deep within the Broadback
11 Valley ‘Endangered Forest’” and a photo of a caribou running across a road with the caption: “A
12 woodland caribou runs across a road in the Broadback Valley ‘Endangered Forest.’ The iconic
13 species is facing an uphill battle for survival in Resolute tenures.” In the weeks that followed,
14 members of the Enterprise, including defendant Brindis of Greenpeace USA, disseminated these
15 false statements to Resolute’s customers and critical market constituents.

16 202. The Enterprise’s false allegations that Resolute was logging in the Broadback
17 Valley were also featured prominently on Greenpeace Canada’s “Resolute Forest Destroyer”
18 campaign page:

19 Resolute manages large areas of Boreal Forest, operating in the
20 Montagne Blanches and Broadback Valley endangered forests in
21 Quebec . . . has been clearcutting, authorizing and building roads
22 into previously intact wilderness for years The Cree in the
23 Broadback Valley have demanded that companies such as
24 Resolute, respect a moratorium on development after years of
25 facing the negative impacts of logging on their traplines and
26 forests.

27 203. Moreover, the Enterprise once again resorted to intentionally misrepresenting
28 Resolute’s putative harvesting in the “Broadback,” with video images
that is actually footage of insect devastation on the North Shore of Quebec several hundred
kilometers away. Once again, the Enterprise knew this evidence was false because the
information necessary to do so accompanied the images and anyone with basic scientific

1 understanding of forestry would have been able to identify the source of the disturbance as
2 insects and not logging.

3 204. After Resolute commenced legal action against Greenpeace Canada in May 2013
4 arising from, among other claims, the false allegation that Resolute is harvesting in the
5 Broadback in violation of the agreement with the Cree-SNAP moratorium, Greenpeace Canada
6 tacitly conceded the falsity of the allegation and updated the “Resolute Forest Destroyer”
7 campaign page to read: “Meanwhile, while Resolute has to date respected a moratorium [] of
8 the larger Broadback Valley ‘Endangered Forest’ area, to the south members of the Algonquins
9 of Barriere Lake continue to protest logging on their traditional territory by the company.”
10 Although the Enterprise conceded that Resolute was not violating the Cree-SNAP morato
11 moratorium which it had not violated, the Enterprise shifted the borders of the so-called
12 Broadback Valley to include the 13,000 km² proposed deferral by the Grand Council of the Cree
13 in 2013, notwithstanding that the Enterprise knew that Resolute did not agree to defer harvesting
14 in this region in connection with the 2010 side-agreement, but rather that the parties to the side
15 agreement explicitly understood that harvesting would continue in that region.

16 205. Notwithstanding Greenpeace’s May 2013 concession that Resolute is not logging
17 in the 2010 moratorium area, Greenpeace has failed to retract their false and misleading
18 statements in the Unsustainability Report accusing Resolute of logging in Broadback Valley.
19 Rather, the Unsustainability Report continues to be featured on the websites of Greenpeace
20 Canada, Greenpeace USA, and Greenpeace International, and each of these Enterprise members
21 continue to solicit donations based on the false and misleading allegations set forth in the
22 rebutted report.

23 206. As further evidence of Greenpeace USA’s and Greenpeace International’s
24 knowledge of the unilateral expansion of the region historically understood to be the “Broadback
25 Valley,” counsel for Greenpeace has recently conceded that Greenpeace has unilaterally
26 expanded the boundaries of the Broadback beyond the borders delineated by the 2010
27 moratorium, stating: “[W]e defined a region, the Broadback region, in a way that was consistent
28 with conservation values” But the Broadback Valley has a meaning understood to mean the

1 area submitted by the Cree in 2009, and indeed a meaning even once shared by Greenpeace until
2 it decided to blow up the CBFA and redraw the map.

3 **(2) Trout Lake Forest**

4 207. The Enterprise’s misinformation campaign misrepresents that Resolute regularly
5 builds roads and harvests in the Trout Lake Forest caribou habitat. This allegation is featured
6 prominently in the Unsustainability Report and on the homepage for the Enterprise’s “Resolute:
7 Forest Destroyer” campaign which alleges that “[i]n Northwestern Ontario, Resolute manages
8 vast lands in the Trout Lake-Caribou Endangered Forest.”

9 208. Resolute does not harvest in protected areas; does not hold harvest rights in the
10 Trout Lake Forest; and does not harvest in the Trout Lake Forest. In fact, a different logging
11 company, Domtar, has responsibility for the Forest Management Unit (“FMU”) in which the
12 Trout Lake Forest is located, and this FMU is over 100 kilometers away from the nearest
13 Resolute forest tenure.- To nevertheless allege that Resolute harvested in this area and thus
14 impacts certain of its caribou populations, the Enterprise conflates this FMU with an adjoining
15 but separate management unit in which Resolute operates called the Caribou Forest. This is the
16 equivalent of accusing a Georgia timber company of harvesting in Florida by just combining
17 those two distinct states solely for the purpose of making that claim.

18 209. Importantly, Greenpeace Canada knew that it was conflating Trout Lake, an area
19 in which Resolute does not operate, with Caribou Forest, where Resolute does operate, as
20 evidenced by its concession of this fact in its 2010 Boreal Alarm report, which states: “Trout
21 Lake Forest is licensed to Domtar Connected by a thin band of intact forest along the
22 northern limits of the allocated forest, the Trout Lake Forest is connected to the Caribou
23 Forest. . . . Resolute Forest Products is the major operator in the Caribou and English Forest.”
24 Nonetheless, the map delineated in this report connects the two regions. In the Enterprise’s
25 subsequent publications and in communications with customers, the Enterprise did not disclose
26 the conflation, instead misleading the public into believing that Resolute has operated in the
27 Trout Lake-Caribou. For example, in its May 2013 Unsustainability report, Greenpeace Canada
28 accused Resolute of operating in the “carbon-rich Trout Lake-Caribou ‘Endangered Forest,’ []

1 prized for its intact caribou habitat” Throughout May 2013, the Enterprise through, among
2 others, defendant Brindis, disseminated these false statements to Resolute’s customers.

3 210. The falsity of this statement is made even more stark by the fact that
4 notwithstanding its continued allegations that Resolute is logging in Endangered Forests, the
5 Enterprise has abandoned its allegation that Resolute is logging in Trout Lake. For instance, the
6 Clearcutting Report references only Caribou Forest.

7 211. Nevertheless, the Enterprise has failed to retract its false and misleading reports
8 which feature this misrepresentation and the Unsustainability Report continues to be featured on
9 the websites of Greenpeace Canada, Greenpeace USA and Greenpeace International, and the
10 Enterprise continues to solicit donations based on the false and misleading allegations set forth in
11 those rebutted reports.

12 **(3) Montagnes Blanches**

13 212. The Enterprise falsely accuses Resolute of building roads and harvesting in the
14 Montagnes Blanches, which are overwhelmingly located above the Northern Limit and out of
15 bounds for all forestry. Once again, to accuse Resolute of illegal activity, the Enterprise simply
16 redraws the existing maps beyond any colorable relationship to the historical and long
17 understood delineations of the Montagnes Blanches. Beginning in 2010, with the publication of
18 Greenpeace Canada’s 2010 report “Boreal Refuge: Saving Quebec’s Last Large Intact Forests,”
19 the Enterprise unilaterally -- and without disclosure -- designated large swathes of land
20 “Montagnes Blanches,” even though these regions fell outside the area historically designated as
21 protected. Remarkably, Greenpeace’s revisions include only a portion of the actual Montagnes
22 Blanches mountains, but do include large swathes of forest managed by Resolute, including
23 Forest Management Units (FMUs) 24-51, 25-51, and 27-51, which are overwhelmingly located
24 within the areas that was universally understood to be outside the Montagnes Blanches (and
25 remain so to everyone but the Enterprise and those they are misleading).

26 213. After unilaterally expanding the region of the Montagnes Blanches, in December
27 2012, the Enterprise through Greenpeace Canada falsely and misleadingly alleged that Resolute
28 was logging in the Montagnes Blanches as a pretext for Greenpeace Canada’s withdrawal from

1 the CBFA and the launch of a fundraising campaign against Resolute, even though there was no
2 question that Resolute was not logging in the “real” Montagnes Blanches as delineated by the
3 Quebec Government. Remarkably, by 2013, the Enterprise further expanded the borders of the
4 “Montagnes Blanches” beyond its 2010 delineation. Greenpeace’s 2013 definition of the
5 “Montagnes Blanches” was featured prominently in the Enterprise’s Boreal Alarm Report
6 authored by Catherine Grant, Nicholas Mainville and Freya Putt of Greenpeace Canada, which
7 falsely and sensationally alleged: “Encircled by clearcuts and encroached upon every year by
8 roads and logging operations, the Montagnes Blanches Endangered Forest is at high risk.
9 Companies like Resolute Forest Products have plans to go deep into this wild area within
10 the next year. Resolute has obtained FSC certification in this area in recent years. . . .”
11 Moreover, the Boreal Alarm Report falsely identified Resolute’s harvesting operations to supply
12 the Dolbeau-Mistassini, Girardville, and Saint-Felicien mills as operating in the Montagnes
13 Blanches, when, in fact, none of the areas identified were located in the real Montagnes
14 Blanches. Importantly, nowhere in the report did Greenpeace disclose the true boundaries of the
15 Montagnes Blanches or the fact that Greenpeace had unilaterally enlarged the area. Through the
16 first quarter of 2013, the Enterprise, including Daniel Brindis of Greenpeace USA and Catherine
17 Grant and Andisheh Beiki of Greenpeace Canada, disseminated Greenpeace’s false and
18 defamatory report to numerous Resolute customers.

19 214. In subsequent reports, the Enterprise reprinted this expanded map, each time
20 without disclosing the boundaries of the true Montagnes Blanches or the fact that Greenpeace
21 had unilaterally enlarged the maps. For instance, in May 2013, Greenpeace Canada published
22 “Resolute’s False Promises: The [Un]sustainability Report 2013,” which featured images of
23 Resolute’s putative “logging in the Montagnes Blanches” and stating that Resolute’s Alma paper
24 mill “is known to source from this pristine area.” Throughout May, the Enterprise, including
25 defendant Brindis and enterprise members Catherine Grant and Stephanie Goodwin,
26 disseminated this false report to Resolute’s customers. Moreover, the Unsustainability Report
27 was featured on Greenpeace USA’s website.

28

1 215. Likewise, in May 2014, Greenpeace International authored and published “FSC at
2 Risk: Resolute Forest Management: FSC Must Do More to Protect Intact Forests, Species at Risk
3 and Indigenous Rights in Canada,” which included the falsified map and falsely alleged that
4 Resolute’s “FMUs 24-51, 25-51, and 27-51 overlap with this Endangered Forest,” and that
5 Resolute’s “logging operations are central to the fate of the Montagnes Blanches Endangered
6 Forest.” This report was disseminated to Resolute’s customers.

7 216. In February 2016, Greenpeace Canada again published the Enterprise’s expanded
8 boundaries in its report “Endangered Forests in the Balance: The impact of logging reaches new
9 heights in the Montagnes Blanches Endangered Forest.” The report falsely claimed that between
10 2000 and 2013, “nearly 50% of the Intact Forest Landscapes in the Montagne Blanches
11 Endangered Forest have been lost or degraded.” The report identified Resolute as “central to the
12 fate of the Montagnes Blanches Endangered Forests,” and again falsely identified Resolute’s
13 FMUs 24-51, 25-51, and 27-51 as overlapping with the Montagnes Blanches. Throughout
14 March and April 2016, Amy Moas of Greenpeace USA, along with Greenpeace Canada,
15 disseminated the false and misleading report to Resolute’s critical customers.

16 217. In direct response to these false and misleading publications, on May 31, 2016,
17 Laurent Lessard, Quebec’s Minister of Forests, Wildlife, and Parks issued a statement to “rectify
18 the facts” concerning Greenpeace’s misrepresentations regarding the Montagnes Blanches.
19 Referencing the maps published in Greenpeace Canada’s false and defamatory “Endangered
20 Forests in the Balance” report, the Minister stated: “According to experts at Quebec’s [Ministry
21 of Forests, Wildlife, and Parks], *the map has major deficiencies that misrepresent the
22 geographical reality and are likely to mislead readers. The map extends well beyond the
23 Montagnes Blanches sector officially recognized by the Quebec government for the protection of
24 woodland caribou. . .*” (emphasis added.) Along with the statement, the Government of
25 Quebec linked to an official map of the Montagnes Blanches.

26 218. Notwithstanding this corrective disclosure from the Quebec Government,
27 Greenpeace has failed to retract their false and misleading reports and statements accusing
28 Resolute of logging in the Montagnes Blanches. To the contrary, the Enterprise continues to

1 accuse Resolute of logging in the Montagnes Blanches, including in the December 2016 letter to
2 Resolute's book publishers (*infra* §B(2)(f)(viii)) and the Clearcutting report (*infra* §B(2)(f)(viii).)
3 Moreover, Greenpeace's prior reports which include this misrepresentation continue to be
4 featured on Greenpeace USA's, Greenpeace Canada's, and Greenpeace International's websites,
5 and the Enterprise continues to solicit donations based on the false and misleading allegations set
6 forth in those rebutted reports.

7 **viii. The Enterprise Misrepresents That Resolute Has**
8 **Abandoned Its Commitment To Sustainability**

9 219. Finally, in furtherance of their campaign to designate Resolute as the "most
10 regressive forestry company," the Enterprise repeatedly misrepresents that Resolute has
11 abandoned its commitment to FSC certification and sustainability. Most recently, in Greenpeace
12 USA's May 2017 report "Clearcutting Free Speech: How Resolute Forest Products Is Going to
13 Extremes to Silence Critics of Its Controversial Logging Practices," authored by Amy Moas, the
14 Enterprise falsely claimed that Resolute is "abandoning sustainability" and its commitment to
15 FSC, citing to terminations of limited FSC certificates and the fact that some of Resolute's
16 forests are certified by independent third parties other than FSC. This report was published on
17 the websites of Greenpeace USA, Greenpeace Canada, and Greenpeace International.

18 220. However, this false charges fails to disclose that in addition to remaining one of
19 the largest holders of FSC certificates in North America, Resolute is as an industry leader in
20 sustainable forestry, environmental protection, and safety. In the past few years, Resolute has
21 received over twenty regional, North American and global awards and distinctions for its
22 sustainability, environmental and safety practices, including:

- 23 • In September 2014, Resolute's President and CEO was named to Canada's prestigious
24 Clean50, which recognizes leaders in sustainability in 16 different business categories.
- 25 • In December 2014, *The New Economy* magazine's Clean Tech global award for best
26 forestry and paper solutions was awarded to Resolute for its innovation, research, long-
27 term vision and leadership in sustainable forestry.
- 28 • In August 2015, Resolute was the silver Best in Biz award recipient in the North
American most socially and environmentally responsible company of the year category,
and a bronze recipient in the international division based on its commitment to 100%
woodlands certifications, transparent sustainability reporting, innovative partnerships

1 with First Nations, and substantial efforts to minimize resource consumption, waste
2 generation, air emissions, water discharge and environmental incidents.

- 3 • In October 2015, Resolute received The International Business Awards (IBAs) gold
4 Stevie award in the environment, health and safety category for both Canada and the
5 United States.
- 6 • In November 2015, Resolute received the American Forest & Paper Association
7 (AF&PA) Leadership in Sustainability Award for safety.
- 8 • In June 2016, *The New Economy* magazine's Clean Tech global award for best forestry
9 and paper solutions was again presented to Resolute. The award recognizes companies
10 whose ideas, achievements, projects and solutions reflect innovation, long-term vision
11 and leadership. Highlighted achievements included: a 70% reduction in greenhouse gas
12 emissions since 2000; investing in cleaner energy with 72% of total energy needs sourced
13 from renewable sources and 78% of fuel energy from biomass; 100% responsible and
14 sustainable forest management certification and 100% chain of custody certification;
15 partnerships with Canada's First Nations and Aboriginal communities; and world-class
16 safety performance.
- 17 • In August 2016, Resolute was recognized by the International Business Awards (IBAs)
18 with a bronze Stevie award in the category of corporate social responsibility program of
19 the year in the United States and Canada. Highlighted achievements included: a world-
20 class OSHA safety incident rate of 0.66; reducing mill environmental incidents by 55%;
21 plummeting absolute scope 1 and 2 greenhouse gas emissions by 71% since 2000; and
22 signing a C\$100 million agreement with six of the 39 First Nations communities with
23 whom the company engages. IBA Stevies are the world's premier business awards and
24 honor accomplishments in all aspects of work life.
- 25 • In September 2016, a team of four Resolute employees were also recognized by Clean50
26 for their leadership in reducing greenhouse gases and environmental incidents, among
27 other achievements.
- 28 • In March 2017, Resolute won two 2016/2017 Peer Awards for Excellence for
demonstrating leadership in carbon reduction and reporting. Its success in reducing
absolute scope 1 and 2 greenhouse gas emissions by 73% over 2000 levels in 2016 – and
the comprehensiveness and transparency of its carbon reporting – won Resolute a
Corporate Responsibility Award in the sustainability category, as well as an Industry
Sector Award in the manufacturing category. Resolute's carbon leadership was also
acknowledged in the Global Region Awards in the international category. The Peer
Awards for Excellence celebrate tangible accomplishments and innovative ideas in global
business. Finalists present their initiatives for review by fellow finalists – a unique
process that allows judging by an audience of peers in the areas of corporate
responsibility, customer engagement, and people and performance.
- In April 2017, Resolute received the Mercure award for sustainable development at the
2017 Mercuriades Gala. The company earned praise from the jury for its involvement in
the Toundra Greenhouse project in Saint-Félicien (Quebec), an innovative joint venture
in which Resolute is one of the main partners. The Mercuriades, created by the
Fédération des chambres de commerce du Québec, is the province's most prestigious
business competition, celebrating the ambition, innovation and performance of Quebec
businesses.

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- In June 2017, Resolute received an Environmental Leader of the Year Award for jointly developing Toundra Greenhouse. The Environmental Leader Product and Project Awards recognize excellence in products/services and projects that provide companies with environmental, sustainability and energy management benefits. *Environmental Leader* is a leading daily trade publication keeping corporate executives informed about energy, environmental and sustainability news.
 - In July 2017, Resolute received the silver Best in Biz global award for being the most environmentally responsible company of the year. The award recognized the company's industry-leading performance, including: a 73% reduction in absolute GHG emissions; maintaining 100% forest management and chain of custody certifications to international standards; top marks for its CDP Forests Disclosures, actions to manage deforestation risk and implement excellent monitoring and measurement programs; cutting-edge innovations, including installation of leading enzyme-enabled carbon capture technology helping to eliminate GHG emissions; and beneficial business partnerships, including its inaugural Canadian membership in the Carbon Pricing Leadership Coalition, which is working to address climate change by putting a price on carbon.
 - In August 2017, Resolute again received the International Business Awards gold Stevie in the health, safety and environmental program of the year category for both Canada and the United States. The award highlighted Resolute's commitment to social, environmental and economic sustainability.
 - In September 2017, Resolute's sustainability strategy received an honorable mention from the DuPont Safety and Sustainability Awards, which recognize outstanding initiatives aimed at enhancing workplace safety, sustainability and operational effectiveness. The international DuPont Awards celebrate the achievements of companies that have found effective, innovative ways of becoming greener, cleaner and leaner.
 - In September 2017, Resolute was named to Canada's Clean50 Top Projects Awards list for 2018 for its participation in Toundra Greenhouse, in which Resolute holds a 49% equity interest. Canada's Clean50 Top20 Projects category recognizes outstanding sustainability or "clean capitalism" projects from across Canada that innovate, inform and inspire Canadians to do more.
 - In October 2017, Seth Kursman, Resolute's vice president, Corporate Communications, Sustainability and Government Affairs, received a 2017 Sustainability Award by the Business Intelligence Group (BIG) for his leadership. BIG honors those who have made sustainability an integral part of their business practice. The award acknowledged Kursman's leadership of sustainability for Resolute – and the company's success in driving performance improvements on a host of key safety, stakeholder and overall sustainability priorities.
 - In November 2017, Resolute received an AF&PA Sustainability Award for its GHG reduction program. The company has adopted a series of ambitious sustainability commitments, including a goal to reduce scope 1 and 2 greenhouse gas emissions from its facilities by 65% between 2000 and 2015. By improving the energy efficiency of its operations and increasing the use of lower carbon fuels, at the end of 2016, Resolute had lowered GHG emissions by 73% compared to 2000 levels.

1 221. Moreover, in making these false charges, the Enterprise intentionally omits that in
2 its 2016 Annual Report, Resolute Forest Products reported that its Forests Disclosures to CDP
3 earned an “A-” (leadership) score. Resolute’s forest management practices were again rated “A-”
4 by CDP in October 2017. These scores are among the highest given by CDP. The ranking
5 recognized Resolute’s actions to manage deforestation risk as well as the implementation of
6 excellent monitoring and measurement programs. CDP is a not-for-profit charity that runs the
7 global disclosure system for investors, companies, cities, states and regions to manage their
8 environmental impacts. It has built the most comprehensive collection of self-reported
9 environmental data in the world, creating a system that has resulted in unparalleled
10 engagement on environmental issues worldwide.

11 **f. The Enterprise’s Dissemination Of Disinformation, Extortion**
12 **And Other Tortious and Illegal Conduct.**

13 222. The Greenpeace Defendants and the other Enterprise members disseminated the
14 Enterprise’s disinformation ubiquitously, via websites, blog post, Twitter, emails, public
15 displays, brochures, letters, and innumerable direct in-person and telephonic conversations, to
16 Resolute’s most important constituencies, including customers, industry partners and
17 participants, third-party auditors, and government regulators.

18 **i. The Enterprise Scuttles The CBFA.**

19 223. Central to the launching and success of the “Resolute: Forest Destroyer”
20 campaign was the need to scuttle the “historic” CBFA executed on May 10, 2010. Beginning no
21 later than September 2012, the Enterprise, through Greenpeace Canada, ForestEthics and
22 Canopy, began misrepresenting to other CBFA signatories and participants, including the FPAC
23 industry signatories and their customers participating in the CBFA’s Boreal Business Forum
24 (“BBF”), that Resolute was violating the CBFA by harvesting and logging in the protected areas
25 agreed upon in the CBFA. These communications were intended to undermine Resolute’s
26 participation in the CBFA, justify Greenpeace Canada’s departure from the CBFA, and harm
27 Resolute’s business relationships with the CBFA signatories and participants, customers, Boreal
28 communities, and national, regional, and local governments.

1 224. For example, on September 17, 2012, Stephanie Goodwin (Greenpeace Canada),
2 Todd Paglia (ForestEthics), and Amanda Carr (Canopy), jointly wrote to member companies of
3 the FPAC falsely accusing Resolute of engaging in “active logging and road building . . . in areas
4 originally designated off limits within the CBFA, including . . . in the Quebec region under
5 priority [thereby] fast-tracking the erosion of the legitimacy of [CBFA].” The Enterprise,
6 through Stephanie Goodwin of Greenpeace Canada, made the same accusations against Resolute
7 to virtually all of the CBFA members in direct oral and written communications throughout the
8 second half of 2012.

9 225. After Greenpeace Canada announced in December 2012 its very public CBFA
10 withdrawal based on these same phony pretexts and their accompanying fabricated photographic
11 “evidence,” on December 14, 2012, Stephanie Goodwin wrote to the FPAC and ENGO CBFA
12 signatories outlining “the escalation that led to Greenpeace’s departure from the CBFA.”
13 Among other things, Ms. Goodwin repeated the false accusations that Resolute had engaged in
14 “road building in original CBFA Areas of Suspended Harvest despite active efforts by
15 Greenpeace and other environmental organizations,” which was categorically false. She also
16 falsely misrepresented that Resolute had “caused a fundamental breakdown in the Agreement
17 and created a ‘talk and log’ process.” This too was categorically false because it was
18 Greenpeace Canada that essentially broke off and obstructed CBFA participation mid-way
19 through 2012 as it focused instead on manufacturing evidence that it could use as a pretext for
20 withdrawal from and the scuttling of the CBFA.

21 226. The Enterprise knew that these accusations were false when made, as were its
22 claim that it was abandoning the CBFA based on these knowingly false claims. Indeed, after the
23 Enterprise was later forced to retract their claims that Resolute violated the CBFA, it
24 nevertheless refused to resume CBFA participation. Instead, it continued its newly launched
25 “Resolute: Forest Destroyer” campaign.

26 227. To make sure, however, that the CBFA remained no threat to these efforts, the
27 Enterprise continued to pepper CBFA signatories and participants with lies, including, for
28 example, disseminating “Resolute’s False Promises: The [un]sustainability report of 2013” (the

1 “Unsustainability Report”). Likewise, in a May 2013 interview with the Globe and Mail
2 concerning the CBFA negotiations, defendant Paglia of ForestEthics stated: “Getting
3 environmentalists and logging companies to come to an agreement is not easy. We feel like
4 Resolute is the bad apple, and that the rest of the bushel is in very good shape.” Other
5 misrepresentations the Enterprise disseminated to CBFA signatories and participants are set forth
6 more fully in Appendices A-D.

7 **ii. The Enterprise Threatens and Contaminates Customer**
8 **and Industry Relationships.**

9 228. The Enterprise aggressively targeted Resolute’s customers and industry
10 relationships with disinformation, extortive threats, and illegal misconduct. In order to secure
11 proprietary information about Resolute’s customers and those companies that sourced from
12 Resolute’s customers, the Enterprise directly and through agents used aliases and other false
13 pretenses, including misrepresenting themselves as students and employees of Resolute’s
14 customers, through which they misappropriated such proprietary information and exploited it for
15 their own illegal purposes.

16 229. Throughout the period relevant to this complaint, there were multiple attempts to
17 solicit Resolute’s confidential customer information through fraudulent phone calls. By way of
18 example, only, throughout January 2017, a man identifying himself as an employee with the
19 publishing company Harper Collins made multiple attempts to solicit confidential information
20 about the Harper Collins account. On January 13, 2017, the caller spoke with a customer service
21 manager at Resolute, and inquired about Harper Collins’ product and purchasing history under
22 the false pretense of an unpaid invoice. When Resolute’s customer service manager posed
23 specific questions about the purchase order reference number, the caller placed the call on hold,
24 only to return to the phone to inform the customer service manager that he had just learned that
25 the invoice had been paid. Under similar false pretenses, members of the Enterprise and those
26 working in concert with them, solicited confidential and proprietary information which was in
27 turn used to interfere with Resolute’s current and prospective customer relationships.

28 230. The Enterprise likewise targeted Resolute and its customers with cyber-attacks in
an effort to secure confidential customer, supply-chain, and other proprietary information,

1 including through attacks on Resolute's and BestBuy's websites in November 2014 and January
2 2017.

3 231. One key business relationship that the Enterprise targeted early was Resolute's
4 customer Kimberly-Clark, which was a member of the CBFA Boreal Business Forum, a joint
5 panel comprised of leading corporations, representing marketplace regions sourcing from the
6 Boreal, designated to monitor progress towards implementation of the Agreement, provide
7 market recognition and guidance to the process, and act as advocates for joint solutions.
8 Beginning in the summer of 2012, under the false pretenses of compliance with the CBFA, the
9 Enterprise regularly directed disinformation about Resolute to Kimberly Clark's Vice President
10 of Global Sustainability and Manager of Sustainable Forest Management. For example, on July
11 27, 2012, Richard Books of Greenpeace Canada wrote to the Kimberly-Clark sustainability
12 officer charging Resolute with alleged non-compliance with FSC standards and threatened to file
13 a complaint with FSC Canada but under the pretense of collaboration agreed to hold off until
14 Kimberly-Clark had an opportunity to review the allegations and respond. Kimberly-Clark
15 immediately forwarded the communication to Resolute and demanded that Resolute rebut the
16 allegations, which Resolute did. Nevertheless, demonstrating its bad faith, Greenpeace
17 proceeded to file its complaint with FSC Canada before providing Kimberly-Clark with an
18 opportunity to respond. Likewise, in December 2012, Greenpeace Canada sent Kimberly Clark
19 its false and malicious Exposed Report accusing Resolute of logging in off-limits areas in
20 violation of the CBFA. Once again, Kimberly-Clark demanded a response from Resolute and
21 requested a meeting to discuss the allegations. The Enterprise continued to bombard Kimberly-
22 Clark with false claims about Resolute's forestry practices, including the impact of its logging on
23 the woodland caribou, during meetings in December 2012 and May 2013, and countless other
24 emails, letters, and telephonic discussions throughout 2013, 2014 and 2015. Ultimately, the
25 pressure exerted on Kimberly-Clark by the Enterprise had its intended effect. On September 16,
26 2015, Kimberly-Clark informed Resolute that "[d]ue to Resolute's continued dispute with
27 Greenpeace and the recent upsets in the CBFA we are not going to be able to pursue a
28 contractual relationship."

1 232. The Enterprise, through Greenpeace Canada, likewise disseminated its fabricated
2 allegation that Resolute was involved in “active logging and road building . . . in areas originally
3 designated off limits within the CBFA, including . . . in the Quebec region under priority
4 [thereby] fast-tracking the erosion of the legitimacy of [CBFA],” to other members of the Boreal
5 Business Forum and FPAC, including Resolute customers, Pearson, Axel Springer, Hearst,
6 Proctor & Gamble (“P&G”), and Rona.

7 233. The Enterprise continued to disseminate these false claims to Hearst in the months
8 that followed. On December 7, 2012, defendant Skar of Greenpeace USA wrote to the Vice
9 President and General Manager of the Paper Purchasing Unit of Hearst, falsely accusing
10 Resolute of “violat[ing] the [CBFA] with newly built logging roads in an area off limits to
11 logging under the CBFA in Quebec’s endangered Montagnes Blanches Forest.” Skar attached
12 the Enterprise’s putative corroborating photographic “evidence we collected” which Skar
13 intentionally misrepresented depicted “Resolute Forest Product’s violation of the Agreement,”
14 and requested a meeting with Hearst to discuss “the implications of Resolute’s logging activity
15 and the Agreement’s failure to produce comprehensive conservation plans.” Enterprise member
16 Canopy echoed these lies, advising Hearst it was suspending engagement with Resolute because
17 it breached the CBFA. The Enterprise continued to pepper Hearst with false charges about
18 Resolute throughout January 2013. On January 21, 2013, defendant Daniel Brindis of
19 Greenpeace USA had a call with Hearst during which he reiterated, among other false claims,
20 that Resolute violated the CBFA and was destroying the last remaining intact forests in Canada.
21 That same day, defendant Brindis of Greenpeace USA along with Catherine Grant of Greenpeace
22 Canada forwarded Hearst the Enterprise’s Boreal Alarm Report which purported to corroborate
23 Brindis’s false charges that Resolute was “building roads in off-limits forest areas.”

24 234. From mid-2012 through the first quarter of 2013, the Enterprise, through
25 defendant Brindis of Greenpeace USA and Catherine Grant and Andisheh Beiki of Greenpeace
26 Canada, disseminated its false claims that Resolute was violating the CBFA, including, in the
27 Boreal Alarm Report and other written materials to, among others, the following Resolute
28 customers: Harlequin Enterprises, Ltd., Unisource Worldwide, TC Transcontinental Printing,

1 Verso, Sappi and Lowe's. Specifically, the Enterprise, through Brindis, Beiki, and Grant, falsely
2 alleged that Resolute has "recently began building roads in off-limits forest areas" in violation of
3 the CBFA. Moreover, the Boreal Alarm Report falsely associates Resolute's harvesting with
4 causing the "disappear[ance]" of "all the remaining large intact areas" in Quebec's managed
5 forests, including in the Montagnes Blanches and Broadback Valley regions, thereby threatening
6 woodland caribou. In direct response to these allegations, on February 12, 2013, the Director of
7 Sourcing at Verso Paper in Memphis Tennessee advised Resolute that one of its customers
8 inquired whether wood for St. Felicien Pulp is sourced from any of the areas identified in the
9 Boreal Alarm report as endangered, including Montagnes Blanches, Broadback Valley, and
10 Trout Lake. Sappi inquired the same. Likewise, Lowe's Director of Corporate Sustainability
11 requested information from Resolute for an upcoming call with Greenpeace to address its
12 demand that Lowe's "immediately eliminate supply from the Broadback Valley forest, which is
13 an area where Resolute operates today" or face "special scrutiny."

14 235. Moreover, the Enterprise explicitly and implicitly issued extortive threats to these
15 targets that if they continued to source materials from Resolute they would face a "reputational
16 risk" of being exposed by the Enterprise for their association with Resolute and its putative but
17 falsely asserted bad acts, but, if they terminated their relationships with Resolute and, in some
18 instances, endorsed the Enterprise's stance, they would be protected from such exposure.

19 236. Notwithstanding the Enterprise's March 19, 2013 retraction of its false claim that
20 Resolute was logging in off-limits areas in violation of the CBFA, within days, the Enterprise
21 launched a new campaign, the "Resolute Forest Destroyer" campaign which falsely designated
22 Resolute as the "most regressive forest products company," an industry "outlier" which posed an
23 existential threat to Canadian forests due to its purportedly "unsustainable" practices. For
24 example, on March 28, 2013, defendant Brindis of Greenpeace USA and Catherine Grant of
25 Greenpeace Canada jointly wrote to critical Resolute customers, including TC Transcontinental
26 Printing and Verso Corporation falsely singling out Resolute as "one of the primary forest
27 companies responsible for destructive logging and roadbuilding in three Endangered Forests,"
28 that are "facing imminent risk and will be severely impacted if they are not conserved

1 immediately.” Moreover, the letter falsely charged Resolute with “threatening the survival of
2 woodland caribou herds, a species at risk that is supposed to be protected under Canadian federal
3 and provincial laws.” Greenpeace Canada and Greenpeace USA concluded by demanding that
4 TC Transcontinental Printing and Verso Corporation examine their supply chains to determine
5 whether they were sourcing materials from Resolute, and, if so, terminate that relationship lest
6 they too be targeted.

7 237. The Enterprise employed similar tactics against Penguin Random House. On
8 January 23, 2014, Catherine Grant of Greenpeace Canada forwarded a paper procurement officer
9 at Penguin Random House of North America a document prepared by Greenpeace titled
10 “Resolute’s FSC suspensions in Ontario and Quebec, and assessment failure in Ontario – January
11 2014 update,” which misrepresented that limited terminations and suspension of Resolute’s FSC
12 certificates corroborated Greenpeace’s false allegations of unsustainable and destructive
13 practices, and requested a meeting with Penguin to discuss the ramifications of the suspensions,
14 including how it may impact Penguin’s supply chain. Specifically, Greenpeace Canada’s
15 communications with Penguin Random House clearly misinformed Penguin that the issues at
16 play were in Resolute’s ability to resolve, even after Quebec’s Minister of Forests, Fauna and
17 Parks, as well as the Premier of the Province repeatedly stated that the issues were the
18 responsibility of the provincial government, not Resolute. Greenpeace Canada likewise failed to
19 disclose that notwithstanding the limited terminations and suspension, Resolute continued to be
20 one of the largest holders of FSC certificates in North America, and was harvesting in full
21 compliance with the rules and regulations of the Quebec and Ontario provincial governments.
22 This disingenuous and misleading campaigning by Greenpeace necessitated multiple phone calls,
23 document exchanges, in-person meetings and other points of contact with Resolute sales
24 representatives, Resolute’s Vice President of Sustainability, members of the Company’s
25 Executive Team, and even Richard Garneau, Resolute’s President and CEO.

26 238. Greenpeace Canada and Greenpeace Germany disseminated similar falsehoods to
27 UPM, a leading supplier of paper to European printers, and to UPM’s customers. Beginning in
28 early 2013, Greenpeace sent UPM the Boreal Alarm Report which falsely alleged that Resolute

1 has “recently began building roads in off-limits forest areas” in violation of the CBFA, and
2 falsely associated Resolute’s harvesting with causing the “disappear[ance]” of “all the remaining
3 large intact areas” in Quebec’s managed forests, including in the Montagnes Blanches and
4 Broadback Valley, thereby threatening endangered woodland caribou. UPM immediately
5 demanded that Resolute respond to these allegations, which Resolute did during a January 2013
6 conference call. The Enterprise continued to disseminate disinformation about Resolute to UPM,
7 including its May 2013 Unsustainability Report, which likewise falsely associated Resolute with
8 harvesting from the “last remaining intact areas in the Montagnes Blanches” which “overlap[]
9 with some of the most valuable caribou habitat and carbon-dense forest left in the province,”
10 even though as putative experts on matters related to the Canadian boreal forest, members of the
11 Enterprise knew, or could have easily determined, that 90% of the intact forest landscapes in
12 Quebec are above the Northern Border, and off-limits to all forestry companies, including
13 Resolute. Moreover, in December 2013, the Enterprise purported to corroborate its false claims,
14 by misrepresenting that the suspension of three of Resolute’s FSC certificates “prov[es] forests
15 mismanage[ment].” In response, UPM frequently communicated to Resolute its concerns about
16 the impact that the “Resolute: Forest Destroyer” campaign would have on UPM’s business and
17 reputation should it continue to source pulp from Resolute, and repeatedly requested that
18 Resolute rebut false allegations of purported unsustainable logging practices and suspended FSC
19 certificates. Moreover, to safeguard itself against customer concerns with Resolute sourced-
20 pulp, the European supplier demanded that Resolute provide only FSC certified pulp. Resolute
21 acquiesced to UPM’s demands, and throughout 2013, Resolute expended significant time and
22 resources responding to the Enterprise’s allegations during calls, in-person meetings, and in
23 written correspondence with UPM. Notwithstanding Resolute’s demonstration of the falsity of
24 the Enterprise allegations, on April 2, 2014, UPM informed Resolute of its decision to suspend
25 purchases of Resolute’s NBSK in their Blandin and Madison mills because of the Enterprise’s
26 “black mailing.” During direct communications between UPM’s Vice President of Raw Material
27 Sourcing and executives at Resolute, UPM assured Resolute that it continued to believe in
28 Resolute’s sustainability approach, but it was acting under tremendous pressure from Greenpeace

1 Defendants who threatened that if UPM continued to source pulp from Resolute, they would
2 target its German printers, including Axel Springer, directly, thereby harming UPM's business
3 and reputation among its key constituents. Yet, UPM's interest in Resolute continued. In
4 September 2015 -- one and a half years after it communicated its decision to suspend purchases
5 of NBSK from Resolute -- UPM reached out to Resolute for an update on the "Greenpeace"
6 conflict. Upon learning that the campaign to target Resolute was ongoing, UPM reiterated that
7 its management was taking "a conservative and safe approach as far as the Greenpeace
8 situation," and would not likely resume business with Resolute while the Enterprise's campaign
9 was ongoing.

10 239. At the same time that the Enterprise, through Greenpeace Canada and Greenpeace
11 Germany, was threatening Resolute's business relationships with suppliers in Europe, it was
12 simultaneously disseminating the "Resolute: Forest Destroyer" lies directly to Axel Springer, a
13 member of the Boreal Business Forum and one of Resolute's largest German customers,
14 including the Enterprise's false claim that the limited terminations and suspension of Resolute's
15 FSC certificates demonstrated unsustainable practices and forest mismanagement. From 2013
16 through 2015, Axel Springer was a frequent target of the Enterprise's campaign. As a result, in
17 August 2015, Axel Springer informed Resolute that it had decided to cancel its most recent
18 orders due to the Enterprise's campaign. The Enterprise immediately leaked the news of Axel
19 Springer's decision to multiple media outlets, and celebrated the news on Twitter, noting that the
20 controversy generated by the "Resolute: Forest Destroyer" campaign alone was enough to
21 interfere with Resolute's customer relationships: "Publisher @axelspringer_EN ditches
22 unsustainable @resolute paper. Wants Canadian paper but less enviro controversy."

23 240. The campaign had a similar impact on Resolute's business relationship with P&G,
24 one of the world's largest manufacturers of tissue products. Historically, P&G procured pulp
25 supplies from Resolute's mills in Thunder Bay, Catawba, and St. Felicien. Accordingly, in or
26 around December 2012, Greenpeace Canada began targeting P&G, sending them false and
27 misleading information concerning Resolute's purported violation of the CBFA along with the
28 fabricated photographic and video "evidence" which Greenpeace misrepresented corroborated

1 these lies. At the time, P&G informed Resolute that it feared becoming the target of
2 Greenpeace's campaign. Then, on May 15, 2013, Greenpeace Canada sent P&G its
3 "Unsustainability Report," which accused Resolute of "[u]nsustainable forestry, regulatory
4 infractions, failure to protect endangered species, 'green' products that don't live up to the name,
5 certification that comes up short, disregard for Indigenous rights and communities struggling for
6 their fair share." P&G immediately forwarded the report to Resolute and demanded
7 explanations. And Richard Brooks and other Enterprise members continued to disseminate the
8 false "Resolute: Forest Destroyer" lies to P&G throughout 2013. Defendant ForestEthics did the
9 same, including in or late 2013 and continuing through the first quarter of 2014. As a direct
10 result, during the negotiations for the renewal of P&G's contracts for 2014, P&G demanded that
11 Resolute include exit clauses which would allow P&G to suspend the contracts in the event that:
12 (a) Greenpeace threatened to campaign against P&G publicly because of its relationship with
13 Resolute; (b) Resolute lost its FSC certifications; or (c) Resolute's mill production was impacted
14 by the campaign launched against them. To secure the contract renewal for this critical account,
15 Resolute agreed to P&G's demands. The Enterprise, through Richard Brooks of Greenpeace
16 Canada, responded by escalating its efforts to interfere with the P&G relationship, and in March
17 of 2014, P&G informed Resolute that it was increasingly concerned Greenpeace's campaign
18 would have a detrimental impact on its customers and its brand, and, ultimately, these concerns
19 would lead P&G to source pulp from other suppliers.

20 241. The Enterprise continued to disseminate the "Resolute: Forest Destroyer" lies to
21 Resolute's customers and trade associations throughout 2013, including, but not limited, to the
22 following:

- 23 • In May 2013, defendant Brindis of Greenpeace USA and Catharine Grant and
24 Stephanie Goodwin of Greenpeace Canada disseminated copies of the
25 Unsustainability Report and communicated the campaign's lies to, among others,
26 Wausau Paper, Lowe's, Pro Build, and the European Newspaper Publishers
27 Association ("ENPA"). The Unsustainability Report misrepresented, among
28 other things, 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." The
Unsustainability Report likewise charged Resolute with "[u]nsustainable forestry,
regulatory infractions, failure to protect endangered species, 'green' products that
don't live up to the name, certification that comes up short, disregard for
Indigenous rights and communities struggling for their fair share."

- 1 • During a May 28, 2013 conference call hosted by Greenpeace with the major
2 North American directory publishers, including Resolute customers Local Search
3 Association (“LSA”), YP, and Dex Media, Enterprise member Richard Brooks,
4 with the aid of a PowerPoint presentation he provided to the publishers, made
5 false and misleading statements about Resolute’s operations in the boreal Forest.
6 Brooks’ presentation falsely singled out Resolute as a rogue bad actor logging in
7 Endangered Forest areas in Quebec and logging in habitat of threatened caribou
8 herds that are not self-sustaining, without disclosing that other companies who
9 were identically situated, or in most cases, less favorably situated were being
10 promoted as “progressive” good actor with whom Resolute customers should do
11 business with instead. Brooks also warned about the risk of reputational damages
12 that would arise from being associated with Resolute. As a result, when Resolute
13 was bidding for DexMedia’s business in August 2013, DexMedia informed
14 Resolute that one of the biggest obstacles for Resolute was the “Greenpeace
15 attack.”
- 16 • In August 27, 2013 letters to The F.P. Horak Company and Perfection Press, Inc.,
17 defendant Brindis of Greenpeace USA and Shane Moffat of Greenpeace Canada
18 misrepresented that “Resolute has a long track record of unsustainable logging
19 activities in Canada’s Boreal Forest[,] and “its operating practices threaten iconic
20 wildlife species.” The letter warned The F.P. Horak Company and Perfection
21 Press that they were purchasing Resolute products that were sourced “from the
22 Montagnes Blanches and other Endangered Forest Areas . . . in the last remaining
23 intact forest areas of Quebec,” threatening “some of the most valuable caribou
24 habitat and carbon-dense forest left.” Furthermore, the letter included links to the
25 Enterprise’s false and misleading Unsustainability Report and Boreal Alarm
26 Report, and demanded that the companies “cease purchasing from Resolute Forest
27 Products . . .”
- 28 • In a September 12, 2013 letter from defendant Brindis of Greenpeace USA to a
Senior Director and General Manager at Canon U.S.A., Brindis falsely claimed
that Resolute “has a long track record of unsustainable logging activities in
Canada’s Boreal forest,” “threaten[s] iconic wildlife species such as woodland
caribou,” and “source[s] from destructive logging operations in the Montagnes
Blanches Endangered Forest . . . in the last remaining intact forest areas of
Quebec.” Furthermore, the letter included links to the Enterprise’s false and
misleading Unsustainability Report and Boreal Alarm Report. The letter
concluded by urging Canon to end its relationship with Resolute, warning that
“sourcing from Resolute poses reputational risk to paper customers.”
- By letter dated October 10, 2013 to Ushodaya Enterprises, Tribune Trust and
Times Of India, the Enterprise, through Greenpeace India, repeated its false
allegation that Resolute produces “controversial newsprint” and has a “long track
record of unsustainable and irresponsible logging activities in Canada’s Boreal
Forest,” which “threaten wildlife species at risk such as woodland caribou,” is
logging without the consent of indigenous First Nations, and is harvesting in
endangered forests. The letter also provided links to the false and defamatory
Boreal Alarm Report and Unsustainability Report. Greenpeace warned Ushodaya
that “until these issues are resolved, we believe that sourcing from Resolute poses
significant reputational risks.
- During October 2013, the Enterprise targeted Union Bank -- the fourth largest
bank in California -- who was featured on Resolute’s AlignPaper.com site as a
testimonial in connection with its use of Resolute’s Ecopaque Laser Paper. As a
result, Union Bank demanded to be removed from Resolute’s website and

1 informed its supplier, Clifford Paper, that it wished to discontinue the use of
2 Resolute's product.

- 3 • In a November 21, 2013 email, Oliver Salge of Greenpeace Germany
4 disseminated false information to all members of the European Newspaper
5 Publishers Association ("ENPA"), many of which are customers of Resolute. The
6 letter falsely asserted that Resolute "has a record of unsustainable and
7 irresponsible operations in Canada's Boreal Forest, one [of] the last remaining
8 intact forest ecosystems on the planet" and "operate[s] and source[s] timber . . .
9 [from] the Montagnes Blanches Ancient Forest in the province of Quebec and the
10 Trout Lake-Caribou Forest in the province of Ontario." The email warns that
11 sourcing from Resolute may present "certain reputational issues" to each of these
12 customers. The email linked to Greenpeace Canada's false and defamatory
13 Unsustainability Report. In response, in December 2013, DMG Media U.K., a
14 Resolute customer and member of ENPA, demanded a response and maps of the
15 region, which Resolute provided. Richard George of Greenpeace UK reiterated
16 these same falsehoods to the ENPA in May 2015. After diligently reviewing the
17 facts, in June 2015, ENPA and DMG Media jointly wrote to Salge rebutting his
18 misrepresentations and explaining that Resolute maintains certification across
19 100% of lands they manage and that Resolute does not harvest in Montagnes
20 Blanches as it is located above the northern limit of allocation and out of bounds
21 for the forest products industry.
- 22 • In a series of emails dated December 12, 2013, Shane Moffat and Richard Brooks
23 of Greenpeace Canada disseminated the defamatory press release, "Canada's
24 Largest Logging Company Resolute Loses Three Sustainability Certificates
25 Proving Forests Mismanaged," to, among others, Harlequin Enterprises Ltd.,
26 Lowe's and Unisource Worldwide. The press release further alleged that
27 Resolute needs to "rethink their approach and avoid risking the economic viability
28 of communities and the health of the forest." The press release misrepresented
that issues at play were in Resolute's ability to resolve, even though the issues
that led to these limited suspensions were the responsibility of the provincial
government, not Resolute. Greenpeace Canada likewise failed to disclose that
notwithstanding the limited suspensions, Resolute continued to be one of the
largest holders of FSC certificates in North America and was harvesting in full
compliance with the rules and regulations of the Quebec Government.

242. In 2014, the Enterprise prevented Resolute from securing a large contract with
one of the world's leading manufacturers of tissue paper, Georgia Pacific. Fearing that dealings
with Resolute might put them in the Enterprise's sights, Georgia Pacific abandoned negotiations
for a large contract with Resolute.

243. This pattern continued throughout 2014, 2015 and to present. During this period,
the Enterprise ubiquitously disseminated the "Resolute: Forest Destroyer" lies to, among others,
the following Resolute customers: Seaman Paper, Penguin Random House, Flambeau River
Paper, Twin Rivers Paper Company, Wausau Papers, Wegner Media, Kruger Products, McGraw
Hill, Newsmedia UK, Workman Publishing, and Midland Paper. In addition, these lies were
accompanied by demands that these customers stop doing business with Resolute and explicit

1 and implicit threats to target them with such lies if they did not do so. By way of example, in
2 January 2014, Joanna Kerr and Stephanie Goodwin of Greenpeace Canada separately wrote to
3 Flambeau River Paper and Seaman Paper, respectively, falsely associating Resolute with “forest
4 degradation and destructive practices.” Moreover, the Enterprise falsely claimed that Resolute
5 “has a record of unsustainable operations” which it misleadingly suggests is corroborated by the
6 suspension of three FSC certificates. The letter further singles out Resolute for “threaten[ing]
7 wildlife at risk such as the woodland caribou,” and operating in “Endangered Forests of
8 extraordinary high ecological value.”

9 244. On May 20, 2014, the Enterprise, through Amy Moas of Greenpeace USA, wrote
10 to Midland Paper, accusing Midland of links to Resolute, which Moas described as one of the
11 “most destructive paper producers in the world” and purported to support these claims with links
12 to the “Resolute: Forest Destroyer” campaign page. Moas warned that Midland “is carrying a
13 heavy reputational risk by sourcing from . . . Resolute Forest Products,” and closed by “strongly
14 urg[ing]” that Midland allow Moas and “one of [her] Canadian colleagues” to speak with
15 Midland. In direct response to Moas’s letter, Midland demanded a response from Resolute,
16 which provided point-by-point rebuttals of Greenpeace’s allegations. Throughout 2014 and
17 2015, Moas, in collaboration with Shane Moffatt of Greenpeace Canada, frequently
18 communicated misrepresentations to Midland, including in a February 26, 2015 email that
19 falsely associated the termination and suspension of three of Resolute’s FSC certificates with
20 unsustainable practices and forest mismanagement.

21 245. The Enterprise, through Pat Venditti of Greenpeace U.K., sent similar
22 correspondence to Northern & Shell, Trinity Mirror Plc, DMG Media, and News U.K. by
23 separate letters dated February 2, 2015, each misrepresenting that “Resolute is involved in forest
24 destruction and degradation in some of the most ecologically and culturally important areas of
25 Canada’s Boreal Forest,” engages in “unsustainable forestry practices which threaten endangered
26 species such as woodland caribou,” and are “unwilling to do the ‘minimum amount’ required by
27 science to conserve this species.” Consistent with its playbook, the Enterprise misrepresented
28 that their allegations of unsustainable practices and forest mismanagement are corroborated by

1 the suspension of three FSC certificates, when in fact, the Enterprise was well aware that the two
2 terminations and one suspension related to issues that the Quebec’s Minister of Forests, Fauna
3 and Parks, as well as the Premier of the Province repeatedly stated that the issues were the
4 responsibility of the provincial government, not Resolute. On the basis of these
5 misrepresentations, the Enterprise warned that Resolute was “a controversial, high risk source of
6 forest products, including newsprint,” and made explicit that this “high risk” could be avoided if
7 these companies instead did business with “alternative, environmentally and socially responsible
8 suppliers.” To illustrate the “high risk” to these Resolute customers, the letter attached Moas’s
9 and Moffat’s “Better Buying in the Boreal” report targeting and purporting to “expose” Best Buy
10 for sourcing from Resolute, and noted that as a result of the report, Best Buy “meaningfully
11 shifted” business away from Resolute. The letters did not disclose that Resolute was as
12 “environmentally and socially responsible supplier” as any other in the boreal or elsewhere, and,
13 in fact, by any objective measure was one of the most environmentally and socially responsible,
14 as evidenced by the fact that it remains one of the largest holders of FSC certificates in North
15 America and has won dozens of awards for its sustainable practices.

16 **iii. The Enterprise Publicly Attacks Resolute’s Customers**
17 **and Industry Relationships.**

18 246. At the same time that the “Resolute: Forest Destroyer” campaign privately
19 targeted certain Resolute customers, the Enterprise simultaneously targeted other large Resolute
20 customers through high profile, highly inflammatory reports, blog posts, and other internet
21 publications. The objective of this campaign was to exploit the false public narrative of the
22 “Resolute: Forest Destroyer” campaign and leverage it to publicly intimidate, pressure, and
23 shame these significant customers into terminating their business relationships with Resolute.
24 Targets of this campaign included 3M, Best Buy, Quad Graphics, and Rite Aid.

25 **1) 3M**

26 247. The Enterprise’s first public target was 3M. Enterprise member ForestEthics
27 initiated the attack in 2009 by issuing a series of reports which falsely accused 3M of sourcing
28 materials from the last remaining endangered forests, including Canada’s boreal forest.
Beginning in the spring of 2014, Greenpeace joined ForestEthics with an April 29, 2014

1 sensational and false post by defendant Amy Moas titled “Exposed: 3M Sourcing From Forest
2 Destruction” which reported that Greenpeace was “proud to stand with . . . our ally,
3 ForestEthics” and joined their “demand that 3M immediately stops sourcing [products] from
4 forest destroyers” like Resolute and instead source only from “responsible sources.” Associating
5 Resolute and the Canadian Boreal forestry with allegedly highly destructive rainforest and other
6 forestry and industrial development in South America, Asia, and Russia, the report falsely asserts
7 that “logging is the single greatest threat to caribou survival” and “is pushing woodland caribou
8 to the brink of extinction.”

9 248. The attack and continuing extortive threat on 3M succeeded when, on March 6,
10 2015, 3M announced a new paper sourcing policy, which the Enterprise, through defendant Skar
11 of Greenpeace USA, immediately announced in a report, singling out Resolute, “3M has notified
12 controversial logging giant Resolute Forest Products that it will need to comply with its new
13 sourcing standards or lose business,” and days later, on March 18, 2015, 3M informed Resolute
14 after “work[ing] with ForestEthics and Greenpeace . . . we are not pursuing new business with
15 Resolute.” The report was featured on defendant Greenpeace International’s website. By the
16 fall, the Enterprise successfully pressured 3M to terminate all previously existing business with
17 Resolute which Resolute learned on October 12, 2015, when 3M informed Resolute it was
18 eliminating it from its supply chain due to the “continued controversy” with Greenpeace.

19 **2) Best Buy**

20 249. During the same period, the Enterprise targeted Resolute’s business relationship
21 with Best Buy. On November 26, 2014, Shane Moffatt of Greenpeace Canada, in collaboration
22 with defendant Moas of Greenpeace USA, published “Better Buying In The Boreal Forest.”
23 That same day, defendant Moas also published “Best Buy is Wasting Ancient Forests, One Flyer
24 At A Time.” Both reports specifically targeted Best Buy’s supply relationship with Resolute
25 based on the “Resolute: Forest Destroyer” campaign’s central lies.

26 250. In “Better Buying in the Boreal Forest,” Moffatt and Moas misrepresented that
27 Resolute was a “controversial logging company” that “is an outlier in the Canadian forest sector”
28 because of its “significant degradation of the boreal, destruction of endangered species habitat

1 and disputes with indigenous communities.” They further misrepresented that Resolute “will not
2 do the minimum that science says is necessary to protect our forests” and was “not meeting
3 commitments to ensure caribou survive” and had instead “imperiled woodland caribou” and sued
4 one of its FSC auditors “to silence critics.” None of these claims were true, and the Enterprise
5 members knew they were not true.

6 251. Nevertheless, the Enterprise explicitly threatened Best Buy with likewise being
7 saddled with the false claim that “[b]y purchasing from Resolute . . . , BestBuy risks using
8 priceless caribou habitat or fibre sourced without First Nation consent.” To avoid such “risks,”
9 Moas and Moffatt made explicit that Best Buy must stop sourcing from Resolute and instead use
10 Boreal “forest product companies in Canada successfully pursuing sustainable, equitable, and
11 economically viable forestry.” Greenpeace, of course, identified none, because the entire
12 predicate of this point was false. Resolute was not an “outlier” in Boreal forestry, except in so
13 far as it was a leader in sustainable Boreal forestry, or at a bare minimum, practiced forestry that
14 was as “sustainable” as any other company, as protective (and, in fact, demonstrably more
15 protective) to the woodland caribou, and as respectful and collaborative with the indigenous
16 populations. Resolute’s operations in the Boreal, met or exceeded those that were legally
17 required, those required for all available certifications, including FSC certification, and those
18 utilized by other companies operating in the Boreal.

19 252. Similarly, in her “Best Buy is Wasting Ancient forest, One Flyer at a Time” blog
20 post, the Enterprise, through defendant Amy Moas of Greenpeace USA, endorsed and promoted
21 the “Better Buying” report and further falsely claimed Resolute was not “a sustainable source” of
22 Boreal products because it was “responsible for destruction of vast swathes of Canada[‘s] Boreal
23 Forest, degrading critical caribou herds, and logging without consent of impacted First Nations.”
24 She further confirmed the “risk” predicted in the Greenpeace report by accusing BestBuy of
25 “fueling destruction in Canada’s Boreal Forest” by sourcing from Resolute.

26 253. In connection with the Enterprise’s attack on Best Buy, the Enterprise leveraged
27 its ongoing relationships with cyber-hacktivists -- including by presenting at conferences
28 attended by these cyber-hacktivists and sharing information with them directly about their latest

1 campaigns and targets -- to induce these cyber-hacktivists to launch massive attacks against the
2 Enterprise's latest targets and its customers, thereby exerting further pressure on these targets to
3 acquiesce to the Enterprise's demands and endorse their positions.

4 254. Evincing the Enterprise's close collaboration with these groups, the same day the
5 Enterprise launched its BestBuy attack, a Twitter feed associated with the cyber-hacktivist group
6 Anonymous -- which had enterprise member Richard Brooks as one of the few Twitter feeds it
7 "follows" -- retweeted a Brooks tweet announcing the BestBuy attack at or about the same time
8 it announced it had attacked and taken down the website of Resolute, describing it as a
9 "MASSIVE TREE KILLER." The next day, Thanksgiving, it continued to report that it had
10 taken down Resolute's website, and also reported having attacked and taken down the website for
11 CBFA signatory, FPAC, while simultaneously retweeting tweets by Brooks about the
12 Enterprise's Best Buy attack.

13 255. On the day before Thanksgiving, the same day that Greenpeace launched its Best
14 Buy attack and Anonymous attacked the Resolute website, Best Buy's website began
15 experiencing difficulties that prevented customers from accessing the website. These difficulties
16 continued on Thanksgiving Day as the Resolute website remained disabled from attack, and the
17 FPAC site was also disabled. The next day, Black Friday, Best Buy's biggest shopping day of
18 the year, the Best Buy site crashed repeatedly and was taken down. It remained disabled or
19 degraded for much of the day and into the weekend.

20 256. The initial crash on Black Friday was between approximately 10-10:30 a.m., and
21 it was not reported in the media for several hours later. With incredibly coincidental or
22 incredibly revealing timing, however, at 9:54 a.m., Enterprise member Brooks, who was being
23 retweeted by the Anonymous group who took down the Resolute and FPAC website, announced
24 on Twitter that the Best Buy website had "crashed" ("Might be the weight of 100 million pounds
25 of wasteful flyers from forests that crashed the site") and again at 10:33 am that it was "down"
26 ("BestBuy down, servers couldn't handle the volume? Or the weight of 100 million lbs of flyers
27 from forest?"). He did not indicate how he happened to be monitoring the website at virtually
28

1 the very moment it began to experience difficulties that morning, or how he quickly concluded it
2 had “crashed.”

3 257. Within days of the denial of service attacks, the Enterprise escalated its campaign
4 against Best Buy. On December 1, 2014, Greenpeace Canada Program Coordinator, Aspa
5 Tzaras, encouraged activists and volunteers to submit false product reviews on Best Buy’s
6 website. Tzaras wrote:

7 By sourcing vast amounts of paper from the Boreal and Resolute, Best
8 Buy risks trashing ancient forests for throw-away flyers. This is bad news
9 for our climate, bad news for creatures that live in the Boreal like the
10 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

11 (emphasis added). In the days that followed, Best Buy received over 52,000 emails and negative
12 product reviews from Greenpeace supporters.

13 258. The Enterprise’s 2014 blitzkrieg attack on Best Buy produced immediate victory.
14 On December 8, 2014, Best Buy publicly announced that it would shift business away from
15 Resolute toward companies that support "sustainable forestry practices," which were the
16 Enterprise words plainly placed in its mouth as a condition of peace. Enterprise member
17 ForestEthics promised that other companies would soon follow suit, stating "Best Buy is just the
18 beginning." ForestEthics echoed this doomsday predication in a Twitter post, dated January 13,
19 2015: "In 2015 is some of the biggest brands in the world are going to get as far away frm
20 #Resolute as they can." [sic.]

21 259. In February 2015, a delegation of representatives of the Canadian government and
22 the governments of Quebec and Ontario visited 3M and Best Buy in Minneapolis, Minnesota to
23 discuss Canada's leading sustainable forestry practices. Notwithstanding their recognition of
24 Canada's sustainable forestry practices, 3M and Best Buy both declined to resume business with
25 Resolute out of fear of further brand damaging publicity from Greenpeace.

26 **3) Quad Graphics and Rite Aid**

27 260. As promised, Greenpeace USA, Greenpeace International, Greenpeace Canada,
28 ForestEthics, and other Enterprise members continued to press their campaign using the Best

1 Buy attack as a model. Beginning in March 2015, defendant Brindis of Greenpeace USA began
2 targeting Quad Graphics, a supplier of Resolute products to Rite Aid and CVS, among others.
3 On March 30, 2015, Brindis sent an email to the CEO of Quad Graphics falsely accusing
4 Resolute of “forest destruction and degradation in some of the most ecologically and culturally
5 important areas of Canada’s Boreal Forest” and “unsustainable operations,” which Brindis
6 claimed was corroborated by the recent suspension/termination of Resolute’s FSC certificates.
7 Brindis concluded by admonishing Quad: “It is worth noting that Quad’s current environmental
8 commitments that do not seek to avoid the use of endangered forests . . . and treat FSC and SFI
9 equally, represent a risk to your company and your customers.” Quad immediately forwarded
10 the email to Resolute and demanded a response.

11 261. Importantly, Brindis knew the statements were false when made. The
12 terminations were not due to “serious shortcomings,” but resulted from natural expirations of a
13 five year term. As an “issue expert” in the Canadian Boreal Forest who holds out his “portfolio”
14 as including the FSC certification scheme, Brindis knew or recklessly disregarded the fact that
15 FSC certifications have five year terms, and that the “terminations” resulted from natural
16 expiration of the five year term. Moreover, if there was any doubt, a press release issued by
17 Rainforest Alliance months earlier on December 31, 2014 stated that the Mistissini-Peribonka
18 FSC certificate in Quebec “reached the five-year expiration date of the certification agreement
19 on December 3, 2014 and therefore the certificate status changed from suspended to terminated
20 in the FSC system.” Likewise, the January 13, 2015 press release announcing the termination of
21 Resolute’s Caribou Forest FSC certificate in Ontario clearly stated: “[A]ll FSC certificates have
22 a term of 5 years prior to renewal or expiration. In the absence of any renewal or transfer
23 process, the Caribou Forest certificate has expired and thus terminated.” Moreover, Brindis
24 likewise knew that Lac St. Jean suspension was due to narrow issues that were the responsibility
25 of the Quebec Government, not Resolute, as the Quebec Government has repeatedly and publicly
26 stated. Finally, with respect to the suspended Black Spruce FSC certificate, Brindis knew and
27 recklessly disregarded a February 4, 2014 Rainforest Alliance press release announcing a new
28

1 audit pursuant to a settlement agreement with Rainforest Alliance, but failed to disclose this,
2 notwithstanding that his email referenced the lawsuit with Rainforest Alliance generally.

3 262. Within weeks, the Enterprise followed through on its threat to Quad Graphics and
4 began targeting Quad Graphic’s customers directly. In early April 2015, Rite Aid was informed
5 that Greenpeace was preparing to launch a campaign against Rite Aid and was in the process of
6 distributing a presentation targeting Rite Aid’s links to Resolute to canvassers who would make
7 public appeals for donations to combat deforestation. Days later, Greenpeace sent a power-point
8 presentation directly to Rite Aid corporate falsely accusing Resolute of destroying the last
9 remaining intact forests in the Boreal and harming woodland caribou. Rite Aid was concerned
10 about negative publicity in light of an upcoming board meeting.

11 263. Greenpeace immediately exploited Rite Aid’s concerns. On April 15, 2015,
12 defendant Brindis published a blog post on Greenpeace USA’s website titled “Rite-Aid Making
13 the Wrong Choice For Ancient Forests.” The report targeted RiteAid’s sourcing of paper from
14 Resolute through Quad Graphics stating, “Quad Graphics, the printer that uses millions of
15 pounds of paper a month to create Rite-Aid’s throw-away flyers and junk mail, is one of the
16 largest customers of Resolute Forest Products, a company with a controversial environmental
17 record.” In addition, the report falsely accused Resolute of “logging in the last undisturbed
18 ancient forests in Quebec and Ontario, some of which is threatened Woodland Caribou habitat”
19 and criticized Resolute for “ongoing conflicts with Indigenous First Nations.”

20 264. More significantly, the April 15, 2015 post attached mock-ups of Rite Aid
21 circulars which falsely implied that Resolute was committing the following destructive practices:
22 (i) “Caribou Herd Death Spiral – Destroy One Destroy Another One Free!”; (ii) Logging on
23 Indigenous Peoples Land Without Consent”; (iii) “Destroying Endangered Forests – Destroy
24 One Destroy Another One Free!”; and (iv) “Buzzcutting Bird Breeding Grounds.” Defendant
25 Brindis reiterated these same falsehoods in another post, “How Rite Aid and Other Customers of
26 Boreal Forest Products Can Support Real Solutions,” published two days later, which implored
27 Rite Aid to make “better buying decisions,” because “[d]espite the appealing Buy one get one
28 free offer, throwing away endangered forests is always a bad deal.”

1 265. Two days later, defendant Brindis issued a follow-up post “How Rite-Aid And
2 Other Customers of Boreal Forest Products Can Support Real Solutions,” which asserted --
3 without any support or basis -- that FSC is the only “credible certification” and falsely accused
4 Resolute of abandoning FSC certification, citing Resolute’s 2014 Form 10-K filed in March
5 2015 as putative support.

6 266. Resolute immediately rebutted these false allegations. By letter dated May 21,
7 2015 (the “May 2015 Letter”) sent to the Board of directors of Greenpeace USA and defendant
8 Brindis, Resolute outlined the numerous falsehoods in Brindis’s blog posts and direct
9 communications with Resolute’s customers.

10 267. First, Resolute refuted Greenpeace’s allegations that the FSC had terminated four
11 FSC certificates as a result of “serious shortcomings.” To the contrary, Resolute explained that
12 two of the FSC certificates in question had a five-year term and thus the certificates naturally
13 “terminated” when those terms expired. With respect to the “suspended” certificates, one was
14 subject to a new audit. The other certificate was suspended because of two issues that are the
15 responsibility of the Quebec Government, and completely outside the control of Resolute: (i) a
16 territorial dispute between two First Nations and the Quebec Government; and (ii) an auditor
17 deemed a caribou recovery plan developed by the Quebec Government inadequate. Neither
18 putative basis for the suspension called into question Resolute’s conduct, and three of the four
19 certificates Brindis referenced did not involve any shortcomings whatsoever. Moreover, with
20 respect to the adequacy of the caribou recovery plan, the Quebec Government had publicly
21 acknowledged its responsibility to address these questions.

22 268. Resolute likewise refuted Greenpeace USA’s and Brindis’s claim that Resolute is
23 “destroying endangered forests” and “involved in forest destruction and degradation in some of
24 the most ecologically and culturally important areas of Canada’s Boreal Forest,” explaining that
25 less than 1% of the Canadian boreal forest where Resolute operates is harvested each year – and
26 Canada’s forestry laws and regulations are among the most stringent in the world. In addition,
27 100% of the forests Resolute manages are independently certified by internationally recognized
28 sustainable forest management standards.

1 269. Moreover, Resolute demonstrated the falsity of Greenpeace’s and Brindis’s claim
2 that Resolute is causing a “Caribou Herd Death Spiral,” pointing out that approximately three-
3 quarters of the woodland caribou’s habitat in Quebec and Ontario is above the “northern limit of
4 allocation” and therefore wholly inaccessible to Resolute and other participants in the forest
5 products industry. Rather, far from contributing to the “death spiral” of caribou herds, Resolute
6 has been a leader in implementing Provincial Caribou Conservation Plans. In furtherance of this
7 objective, Resolute’s forest management plans provide for the identification and protection of
8 critical areas such as calving grounds, the development of road management strategies, and
9 natural and planted forest regeneration.

10 270. Finally, Resolute demonstrated that to convey the false impression that Resolute
11 has abandoned its commitment to FSC certification, Greenpeace doctored the quote from
12 Resolute’s 2014 Form 10-K filed, citing only the portion of the 10-K which stated: “[Resolute’s]
13 prior FSC commitment is no longer realistic or appropriate.” Importantly, Greenpeace failed to
14 disclose that Resolute remains one of the largest holders of FSC certificates in Northern America
15 which was explicitly stated in Resolute’s 2014 10-K. In fact, read in context, the complete
16 passage from Resolute’s 10-K stated:

17 [W]e continue to be one of the largest holders of FSC SFM
18 [Sustainable Forest Management] certificates in North America
19 and have successfully renewed our FSC certificates in several
20 areas, including the Mauricie, Abitibi and North Shore regions of
21 Quebec. However, a previously stated goal to certify 80% of our
22 management forests to the FSC standard is no longer realistic or
23 appropriate considering recent developments and interpretations ...
24 We remain fully committed to 100% certifications to one or more
25 of the three internationally-recognized SFM standards in use in
26 Canada.

27 271. Nevertheless, Greenpeace USA continued to disseminate these lies in new blog
28 posts. Between July 21, 2015 and July 28, 2015, defendant Moas of Greenpeace USA published
three separate blog posts which accused Rite Aid of “Still Making the Wrong Choice For
Forests” and “Destroying Canada’s Boreal Forest.” The posts criticized Rite Aid for “ignor[ing]
what the best science tells us: the Canadian Boreal forest is at risk and Rite Aid’s supplier,
Resolute, is making a bad situation worse,” by “cutting out the heart of the forest,” “needlessly
destroying critical habitat of the endangered woodland caribou and at times logging in the

1 Indigenous Peoples’ territories without their consent.” On the basis of these falsehoods,
2 defendant Moas implored Rite Aid to “make the Rite Choice,” and stop “turning a blind eye to
3 the forest destruction behind its throwaway flyers.” The Enterprise reiterated these same
4 falsehoods on Facebook and Twitter using the hashtag #RiteAidWrongChoice.

5 272. The Enterprise threatened to employ similar public shaming tactics against one of
6 Resolute’s largest and most important customers, The Home Depot, Inc. (“Home Depot”). In or
7 around August 2014, Enterprise member Richard Brooks approached Home Depot and
8 threatened to resort to market campaigns and in-store demonstrations just as it had done to Best
9 Buy if Home Depot continued to source paper from Resolute. In response, Home Depot publicly
10 agreed to engage in discussions with Greenpeace to “ensur[e] their paper and solid wood
11 suppliers are practicing responsible and sustainable forestry.”

12 273. Greenpeace and the other Enterprise members have also communicated the same
13 materially false, misleading, and defamatory claims to numerous other actual and potential
14 customers not yet known specifically by Resolute because of the surreptitious nature of the
15 communications.

16 **iv. The Enterprise Continues To Misrepresent The Impact**
17 **Of Resolute’s Harvesting Activities**

18 274. In February 2016, Greenpeace Canada and Greenpeace USA published
19 “Endangered Forests in the Balance: The Impact Of Logging Reaches New Heights In The
20 Montagnes Blanches Endangered Forest” and “Certification Update: Montagnes Blanches
21 Endangered Forests” and “Certification Update: Montagnes Blanches Endangered Forest” (the
22 “Montagnes Blanches Reports”), respectively. Consistent with the Enterprise’s prior
23 publications, the Montagnes Blanches Reports associates Resolute’s harvesting with the
24 destruction of the last remaining intact forest landscapes in Quebec.

25 275. The Endangered Forests In The Balance Report opens with the false and
26 misleading claim that “Canada leads the world in loss of intact forests, with 21% of intact forest
27 loss worldwide between 2000 and 2013 occurring in Canada.” However, the non-peer reviewed
28 web link Greenpeace purports to cite in support of this alarmist charge indicates only the
cumulative impact of intact forest loss for Russia, Alaska, and Canada. Moreover, Greenpeace’s

1 source clearly states Intact Forest loss in the Amazon is 25%, which is larger than the 21%
2 Greenpeace attributes (without any basis) to Canada which Greenpeace falsely labels the “lead in
3 world loss.” Tellingly, when the data Greenpeace cited finally became part of scientific
4 literature (Potapov et al., “The last frontiers of wilderness: Tracking loss of forest landscapes
5 from 2000 to 2013,” Sci. Adv. (Jan. 13, 2017)), the data indicates that all of North American
6 temperate and boreal forest (i.e. all US **and** Canada) represented 19% of global loss of intact
7 forests. The publication further indicates that of the 19% cumulative loss, 11.5% was due to loss
8 other than from wildfire. The same study shows that only 1.88% of IFL loss in North America is
9 attributable to harvesting. More significantly, the same report shows that in contrast to leading
10 the world in intact forest loss, the Northern American northern boreal forest lost a lower fraction
11 of its intact forest landscapes than any of the seven largest intact forest landscape regions on
12 Earth.

13 276. The Endangered Forest In The Balance Report continues by falsely charging that
14 “[b]etween 2000 and 2013 . . . nearly 50% of the Intact Forest Landscapes in the Montagne
15 Blanches Endangered Forest have been lost or degraded,” and that Resolute’s “logging
16 operations are central to the fate of the Montagnes Blanches Endangered Forests.” The
17 Enterprise fails to disclose that to support these false charges it unilaterally expanded the borders
18 of the Montagnes Blanches beyond the historically-delineated boundaries to include large
19 portions of Resolute’s forest management units. In fact, Resolute does not harvest in the
20 historically delineated Montagnes Blanches. However, even accepting Greenpeace’s expanded
21 borders, 90% of the intact forest landscapes in Quebec are above the Northern Border and are
22 off-limits to forestry companies including Resolute, and thus Resolute’s harvesting is in no way
23 tied to the fate of Quebec’s last remaining intact forest landscapes.

24 277. Finally, the Enterprise continues to associate the suspensions and terminations of
25 limited FSC certificates with forest mismanagement. Notwithstanding Resolute’s detailed
26 explanation, given months earlier, concerning the circumstances surrounding the limited
27 suspension of two FSC certificates, the report failed to disclose that Resolute continues to be one
28 of the largest holders of FSC certificates in North America, and that the limited suspensions were

1 due to issues outside of Resolute’s control which the Quebec Government had publicly accepted
2 responsibility to address, and indicated no shortcomings on the part of Resolute.

3 278. Greenpeace USA’s February 2016 report “Certification Update: Montagnes
4 Blanches Endangered Forest,” is replete with these same knowing falsehoods, likewise
5 associating the suspension and termination of FSC certificates with forest mismanagement and
6 destruction of the last remaining intact forest landscapes, notwithstanding detailed explanations
7 by Resolute and the Quebec Government stating that that the issues which led to the suspension
8 of one FSC certificate was the responsibility of the provincial government, not Resolute.

9 279. Throughout March and April 2016, Greenpeace USA and Greenpeace Canada
10 disseminated the false and misleading Montagnes Blanches Reports directly to several of
11 Resolute’s critical accounts, including Workman Publishing, Penguin Random House, McGraw
12 Hill, Midland Paper, and News Corp, among others. For example, in a March 23, 2016 letter to
13 McGraw Hill, defendant Moas of Greenpeace USA falsely describes Resolute as “a logging
14 company at the heart of the controversy related to forest destruction in the Endangered Forests of
15 Quebec and Ontario,” and associates Resolute with ongoing “loss of intact forests and decline of
16 the endangered woodland caribou in Montagnes Blanches Endangered Forest.” Ms. Moas
17 further alleged that between 2000 and 2013 “7% of the intact forests in the areas [managed by
18 Resolute in Ontario] have been lost.” Based on these claims, Moas implored McGraw Hill “to
19 identify alternative suppliers, including in the Canadian Boreal, who can meet your expectations
20 and safeguard the future of the forests” again without revealing that Resolute was at a minimum
21 equal to any alternative suppliers in the Boreal.

22 280. Likewise, on April 19, 2015, defendant Moas of Greenpeace USA, together with
23 Richard Brooks of Greenpeace Canada, followed up on previous communications with Midland
24 Paper, reiterating “we very much remain concerned about your association with Resolute Forest
25 Products.” The email attached the Montagnes Blanches Reports and falsely stated: “The
26 Montagnes Blanches is a key battleground for the health of the Boreal forest because of the
27 operations of one company in particular, Resolute Forest Products.”
28

1 additional 7.9 million acres of forest lands in the Lac-Saint-Jean region of Quebec met the FSC
2 Boreal Standard, raising the total area of Resolute-managed FSC-certified forests in North
3 America to 25.6 million acres, an area almost twice the size of Nova Scotia and larger than
4 Portugal, Hungary or South Korea.

5 285. Resolute's commitment and successful implementation of the FSC pledge it made
6 to Greenpeace entities and the other ENGOs was a surprise and, to these Greenpeace entities, a
7 problem because it impaired their ability to threaten Resolute customers with being tarred by
8 false accusations about Resolute when many of Resolute's Boreal products were certified by the
9 specific certification standard the Enterprise and the other ENGOs promoted as the gold standard
10 (FSC Forest Management standard and FSC Controlled Wood Standard). It was essential for the
11 Enterprise to manufacture a crack in Resolute's FSC armor. To do this, it schemed to procure
12 the loss or suspension of at least some of Resolute's FSC certifications. And it crafted many
13 elements of the "Resolute: Forest Destroyer" campaign to accomplish this goal.

14 286. This campaign which was explicitly outlined in the Enterprise's operational
15 memorandum, began in July 2012, within weeks of the announcement that Resolute was the
16 largest holder of FSC certifications in the world. In response to that news, the Enterprise
17 immediately filed a false and misleading complaint with the FSC, alleging, among other things,
18 that Resolute was not in compliance with the FSC standards as they relate to the Caribou Forest
19 tenure in Ontario. Specifically, the FSC complaint, echoing what would become the mantras of
20 the "Resolute: Forest Destroyer" campaign, falsely alleged that Resolute had not: (a) properly
21 identified and protected High Conservation Values; (b) adhered to the Precautionary Principles
22 in relation to the woodland caribou management; (c) adequately protected area plans; or (d)
23 appropriately consulted with interested parties.

24 287. Rainforest Alliance was retained to conduct an independent audit of the disputed
25 areas. However, the Enterprise contaminated the independence of the audit through, among
26 other means, the "emotionalizing pressure" its "Forest Destroyer" campaign was designed to
27 generate and through other forms of direct and indirect communication and influence. The result
28 was a disparate and unprecedented audit and result.

1 288. The Enterprise's campaign had its intended effect. On December 17, 2013, the
2 Rainforest Alliance announced that it would be suspending two Resolute FSC certificates.
3 ForestEthics immediately spread the news of the Enterprise's success via Twitter, "Canada's
4 largest forest company, Resolute Forest Products, loses several ecocertifications [sic] #FSC," and
5 subsequently tweeted "Grand Council of the Crees wins suspension of Resolute Forest Products'
6 #FSC Certification." The Enterprise, including defendant Amy Moas, also spread the news
7 through false tweets that misrepresented that the suspensions were due to "the violation of strict
8 #sustainability standards" and commended the FSC for "stop[ping] the destruction."

9 289. As set forth more fully above, the Enterprise would continue to pressure and
10 influence the FSC and its auditors and cause highly disparate and more demanding standards to
11 be applied to Resolute than any other holders of FSC certificates.

12 vi. **The Enterprise Targeted Government Regulators.**

13 290. The Enterprise sought to exert similar pressure on government regulators to
14 implement additional regulatory requirements governing forestry practices. Accordingly, on
15 June 27, 2009, the Enterprise staged a protest at the Ministry of Natural Resources in Quebec
16 City. While the demonstration targeted the Government of Quebec, the Enterprise specifically
17 and intentionally sought to draw the regulators' attention to Resolute's predecessor's logging and
18 forestry practices by utilizing Resolute wood products taken from the company's Chateau-Richer
19 sawmill during their protest activities.

20 291. Moreover, on June 10, 2015, the Enterprise emailed Peter Politis, Mayor of the
21 Town of Cochrane, reiterating its concerns "about the sustainability of [Resolute's] forestry
22 operations and their impact on the ecological health of our public forests." Significantly, the
23 Enterprise falsely represented to Politis that its "concerns have been validated by the Forest
24 Stewardship Council and their independent auditors" suspension and/or termination of four FSC
25 certifications. Yet, as set forth above, the suspension and termination of Resolute's FSC
26 certifications was a direct result of the Enterprise's disinformation campaign. Accordingly, the
27 Enterprise's attempt to cite the FSC's actions -- which they themselves had influenced -- as
28

1 independent verification of the lies they had been, and continued to disseminate, was
2 intentionally false and misleading and designed to harm Resolute.

3 292. The June 10, 2015 email to Politis further stated, without any basis, that Resolute
4 “seem[s] unwilling to do anything about [sic] other than rile up communities and threaten
5 organizations with lawsuits.” The email concluded by falsely alleging that Resolute “has
6 troubling relationships with some (not all) First Nation communities” and wrongly accused
7 Resolute of “laying off thousands of workers, while other companies, like Domtar and Canfor,
8 are increasing their workforces.”

9 **vii. The Enterprise’s Other “Bad Acts”**

10 293. The Enterprise engaged in additional overt acts in furtherance of its efforts to
11 broadly disseminate falsehoods about Resolute, cause harm to Resolute's business and
12 reputation, and generally promote its agenda with respect to forest management.

13 294. On March 18, 2014, ten Greenpeace activists and a group of volunteers embarked
14 on a publicity stunt to shun "Resolute's destructive logging practices." The Enterprise members
15 transformed the iconic Mount Royal Cross overlooking Montreal into an "immense scales of
16 justice." Two giant scales were suspended from the arms of the cross. The heavy side was
17 depicted with the Resolute logo. By contrast, the lighter side of the scale represented the forest
18 and the communities and wildlife that depended on it. Running vertically along the cross was a
19 twelve meter banner which posed the question: "Justice?"

20 295. Similarly, around this time, the Enterprise launched a public campaign "The Stand
21 For Forests" pledge. The campaign -- which amounted to nothing more than another publicity
22 stunt to disseminate the Enterprise's false lies about Resolute -- falsely accused Resolute of
23 "put[ting] the health of the Boreal Forest at risk with its destructive logging practices" and
24 purported to "call for people to come together . . . even if it means facing a \$7 million lawsuit"
25 and sign a pledge "as a symbol of shared resolve to protect Canada's Boreal Forest from
26 Resolute's clear-cutting." The product of the Stand for Forests Campaign was a "guardian tree,"
27 which was ultimately presented to Resolute at its corporate headquarters in Montreal on May 22,
28

1 2014. As evidence of the widespread impact of the Enterprise's misinformation campaign, the
2 guardian tree was signed by 61,000 activists and supporters.

3 296. The Enterprise has also employed on-the-ground tactics aimed at harming
4 Resolute's relationships with key constituents. On May 29, 2015, Greenpeace activists,
5 including enterprise member Richard Brooks and defendants Matt Daggett and Rolf Skar,
6 travelled to Augusta, Georgia to communicate falsehoods about Resolute to Resolute's Board of
7 Directors, shareholders, customers, members of the media and financial sectors, and the public
8 alike. Greenpeace advertised their plans in advance in order to recruit Greenpeace supporters to
9 participate in Greenpeace's "Thunderclap" campaign, thereby facilitating the transmission and
10 display of thousands of messages to Resolute's "most important event of the year." On May 22,
11 2015, defendant Daniel Brindis wrote:

12 On the 29th of May, the company is holding its Annual General
13 Meeting in Augusta, Georgia – the most important event of the
14 year where company leaders and shareholders will meet to review
15 their annual plans. This is also our opportunity to ask Resolute to
16 make protecting the Boreal Forest a key priority for the upcoming
17 year. . . We need you to take part in our global Thunderclap
Twitter action to shout as loud as we can . . . Sign up using your
Facebook or your Twitter Account adding your voice to our global
tweet and on the day of the AGM, your message and your name
will automatically go live to the event.

18 Greenpeace later touted the success of their demonstration at the Resolute Annual Meeting:

19 Five Greenpeace activists trekked to Augusta, Georgia, USA from
20 several corners of North America to deliver some simple messages
21 to the senior management and board of Resolute Forest Products
22 . . . We were accompanied, digitally, by people across five
23 continents and from countries as diverse as Brazil, India, New
Zealand, Spain, Thailand, Turkey, the United States, and Canada.
Their messages were projected on site to the company's
shareholders and directors. . . . We delivered our messages loud
and clear. Resolute senior managers and board heard us.

24 297. In August 2015, ForestEthics again tried to undermine Resolute's participation in
25 the CBFA and its relationship with its critical stakeholders which were its partners in that
26 agreement. In an open warning letter addressed to Resolute's CEO, Richard Garneau,
27 ForestEthics publicly accused Resolute of "refusing to co-operate" in the CBFA and purported to
28 unilaterally dismiss Resolute from the CBFA. In response, Garneau rebutted ForestEthics'

1 allegations of noncompliance, and exposed the underlying purpose of ForestEthic’s
2 correspondence, stating “this is just your business model: find the largest company in the
3 industry and threaten, malign, isolate and attack them until they back down. Then use that
4 success to drive others in the industry to do the same.”

5 **viii. The Enterprise’s Continued Misconduct.**

6 298. On May 31, 2016 Resolute commenced this lawsuit and exposed the Enterprise’s
7 years-long illegal and malicious campaign against Resolute, its customers, and critical market
8 constituents. The complaint and expert declarations of renowned scientists Peter Reich Ph.D and
9 Frederick Cabbage Ph.D filed in November 2016, demonstrated the falsity of the Enterprise’s
10 false and misleading allegations, with extensive citations to scientific studies and evidence.

11 299. For instance, Professor Reich, a recipient of the Nobel Prize equivalent in forest
12 ecology (BBVA Foundation Frontiers of Knowledge Award in Ecology and Conservation
13 Biology) demonstrated that the Enterprise misrepresented Resolute’s activities as deforestation
14 with a concomitant adverse impact on climate changes by exhibiting a “fundamental disregard”
15 for the distinction between timber harvest (which removes trees but results in new, replacement
16 trees; forest remains forest) which actually slows climate change, and deforestation (where trees
17 are removed or burned, and no or very few trees are remaining), which may contribute to climate
18 change. As putative experts who claim to have “developed an expertise in matters related to the
19 protection and conservation of Canada’s Boreal forest,” Greenpeace clearly knew, or could have
20 easily determined, that deforestation and the accompanying climate effects are currently
21 occurring almost entirely in the tropics, and are not occurring in the Boreal. By contrast,
22 Canada’s managed Boreal forests are harvested and remain forested, and thus actually slow
23 climate change rather than aggravating it.

24 300. In addition, Professor Reich concluded that the “scientific evidence” Greenpeace
25 purports to rely on to support their false claims about climate change are “weakly related” and
26 “largely irrelevant to the issues at hand.” While Greenpeace cites a 1998 study based on
27 computer modeling of hypothetical forest landscapes with limited focus on the regions in
28 question, a more recent (2013) and comprehensive paper led by the same scientist, which relied

1 on observed data, rather than a computer simulation to evaluate the climate impacts of Canada's
2 managed Boreal forest, concluded that managed Boreal forest is having a slight *cooling* effect on
3 global climate, helping rather than further warming the planet. As organizations that hold
4 themselves out as "experts," and claims to base its campaigns on the "best available science," a
5 strong inference must be drawn that Greenpeace either intentionally failed to disclose or
6 recklessly disregarded the 2013 study which flatly contradicts its false allegations about
7 Resolute's impact on climate change.

8 301. Professor Reich concluded that the putative "scientific evidence" Greenpeace
9 purports to rely on to support its claims that "[f]orest degradation unlocks the carbon stored in
10 the soil in a variety of ways that scientists are still exploring," and that "[w]hen boreal forest
11 vegetation or soils are disturbed, carbon is released, accelerating climate change," is likewise
12 irrelevant to whether disturbance of *Boreal* forests releases carbon. Rather, the studies
13 Greenpeace cites involve the tropics, not the Boreal.

14 302. Finally, Professor Reich concluded that the Enterprise's claims that Resolute is
15 causing the "extinction" or "death spiral" of caribou herds were "gross exaggerations" of any
16 possible impact Resolute may have had on woodland caribou given the low fraction of these
17 regions actually harvested by Resolute (1.53% harvested between 2008 and 2015). Professor
18 Reich further concluded that it is impossible to disentangle impacts on caribou of Resolute from
19 other forestry companies' operations, wildfires, climate change, road network, expansion, and
20 hunting. Thus, Greenpeace's allegations were "highly speculative," and "uncertain."

21 303. Similarly, the Declaration of Professor Cabbage demonstrates the falsity of the
22 Enterprise's claim that the FSC's suspension of three of Resolute's certificates in Quebec and
23 Ontario indicate unsustainable practices with substantial adverse global impacts especially in
24 light of the facts that: (i) 100% of Resolute's forests are independently certified by third parties,
25 either the FSC or SFI; (ii) the regions where Resolute harvests in Quebec and Ontario are already
26 under extensive federal and provincial regulations mandating sustainable forest management;
27 and (iii) the reasons for the three suspensions were highly technical and in no way related to
28 Resolute's sustainable forest management but relate to issues for which the Quebec government

1 has responsibility. Thus, Professor Cabbage concluded: “None of the issues identified by the
2 FSC indicate anything – negative or positive – about the sustainability of Resolute’s forest
3 management practices,” nor can one “reasonably draw any general inferences regarding
4 Resolute’s operations (or caribou, or First Nations, or community support) from these three
5 specific forests.”

6 304. Notwithstanding these corrective disclosures, in December 2016, the Enterprise
7 launched a renewed campaign based on the same knowingly false allegations. By letter dated
8 December 16, 2016, defendant Amy Moas of Greenpeace USA and Shane Moffatt of
9 Greenpeace Canada jointly wrote to numerous Resolute customers, including Macmillan
10 Publishers, Holtzbrinck Publishing Group, Penguin Random House, Hachette Book Group, and
11 Scholastic, reiterating the knowingly false and rebutted allegations that Resolute is operating in
12 the Montagnes Blanches, is the “driving force” “threaten[ing]” and “jeopardizing” the survival of
13 woodland caribou in Quebec and Ontario, “degrad[ing]” and “threaten[ing] Intact Forest
14 Landscapes,” and associated the suspension and termination of limited FSC certificates with
15 Resolute’s unsustainable forestry practices and forest mismanagement, when in fact, the
16 Enterprise had actual and constructive knowledge that the issues leading to these suspensions
17 were the responsibility of the provincial government, not Resolute.

18 305. The December 2016 letter attempted to legitimize the Enterprise’s campaign and
19 false claims and mislead Resolute’s customers into believing that others agreed with the
20 Enterprise’s false allegations by manufacturing a petition against Resolute in which only a few of
21 organizations listed have mandates that have anything to do with forestry, and some of the
22 organizations have signed multiple times under different names to create the false impression of
23 support.

24 306. Resolute responded to these false allegations by letter dated January 12, 2017,
25 demanding that Greenpeace USA and those working in concert with them, including Shane
26 Moffatt and Greenpeace Canada, immediately cease and desist their false and malicious
27 campaign (the “Cease and Desist Letter”). Resolute reiterated that the malice behind this
28 renewed dissemination of these materially false and misleading claims is particularly clear

1 because it came after Resolute had demonstrated the falsity of these claims to the Enterprise,
2 including in the May 2015 letter, the detailed allegations of the complaint, and most recently in
3 the unrebutted declarations of renowned independent scientists.

4 307. Nevertheless, the Enterprise continued to disseminate these same falsehoods,
5 including in February 2017 correspondences from defendant Moas and Enterprise member Shane
6 Moffatt to executives at Harper Collins U.K. and News Corp. That same month, Greenpeace
7 UK's Forest Campaign emailed another customer, Wooden Books Ltd., to declare that "Resolute
8 is destroying some of Canada's most vibrant, ancient forests." In response to these allegations,
9 Wooden Books Ltd. forwarded Greenpeace's email to Resolute, asking for "some more details
10 about this, so we can make an informed decision regarding our paper sourcing going forward."

11 308. Then, on May 17, 2017, the Enterprise launched a self-proclaimed "worldwide
12 campaign" against several of Resolute's book publisher customers, including Penguin Random
13 House, HarperCollins, Simon & Schuster, and Hachette, with the publication of the false and
14 alarmist report, "Clearcutting Free Speech: How Resolute Forest Products Is Going To Extremes
15 To Silence Critics Of Its Controversial Logging Practices (the "Clearcutting Report"). Although
16 loaded with footnotes, the Clearcutting Report, like the Enterprise's past publications, miscites
17 the studies it purports to rely on, omits material facts from those studies, and otherwise fails to
18 disclose other relevant facts concerning Resolute's harvesting, including, most significantly, that
19 the Enterprise has misrepresented Resolute as a solo, rogue bad actor that has materially and
20 adversely departed from the positions of its competitors and government, when in fact, other
21 companies are identically situated, or in most cases, less favorably situated, but are nevertheless
22 being promoted as "progressive" good actors with whom Resolute customers should do business
23 with instead.

24 309. By way of example only the Clearcutting Report, consistent with the plan outlined
25 in the Enterprise's operational memorandum, misrepresents Resolute as the most regressive
26 forestry company, falsely alleging among other things that:

- 27 • Resolute is destroying the last large intact areas of Canada's managed forest. In
28 associating Resolute with the loss of the last remaining intact forests, the Enterprise fails
to disclose that 85% of intact forest landscapes are above the Area of Undertaking
(Ontario) and the Northern Limit of Allocation (Quebec) where the law prohibits

1 harvesting; (b) over 90% of intact forest landscapes in Quebec are either beyond the
2 Northern Limit or in otherwise protected areas. Of the remaining 15% intact forest
3 landscapes in the managed forest, Resolute is responsible for only a fraction of the
4 harvesting in this region and thus cannot be leading the charge in destroying these
5 regions.

- 6 • Resolute’s harvesting is negatively impacting climate change. This false allegation is
7 inextricably intertwined with Greenpeace’s false charge that Resolute’s harvesting has
8 caused deforestation or permanent forest loss which studies have shown may impact
9 climate. However, the Enterprise had actual or constructive knowledge of the falsity of
10 these allegations at the time they were made because Resolute informed them that
11 deforestation and the accompanying climate effects are currently occurring almost
12 entirely in the tropics, and are not occurring in the Boreal. By contrast, Canada’s
13 managed Boreal forests are harvested and remain forested, and thus actually slow climate
14 change rather than aggravating it.
- 15 • The termination of three FSC certificates corroborate Greenpeace’s allegations of
16 Resolute’s forest mismanagement. However, in making these allegations, the Enterprise
17 omits the following relevant facts which were previously disclosed in the May 2015
18 letter, the Complaint, the Reich Declaration and the Cease and Desist Letter: (i) the two
19 FSC certificates which were terminated were due to natural expirations, not a finding of
20 nonconformance; and (ii) the other certificate was suspended because of two issues that
21 are the responsibility of the Quebec government (a territorial dispute with the Cree nation
22 and inadequacy of the caribou recovery plan developed by the Quebec government), and
23 completely outside the control of Resolute. Thus, as the Enterprise understood, neither
24 putative basis for the suspension called into question Resolute’s conduct, and two of the
25 three certificates the Clearcutting report referenced did not involve any shortcomings
26 whatsoever.
- 27 • Resolute obtained three blocks of land from within Montagnes Blanches in an auction
28 scale and harvested there. However, the Report fails to disclose that this allegation is
based on Greenpeace’s unilateral expansion of the Montagnes Blanches region beyond
the historically delineated borders and the delineation defined by the Government of
Quebec in May 2016. Notwithstanding that the Minister of Quebec had explicitly
admonished Greenpeace’s expansion of the Montagnes Blanches as “misleading,”
Greenpeace continues to include Resolute’s forest management units in its delineation of
the Montagnes Blanches to support its false narrative that Resolute is the most regressive
forestry company leading the charge in the destruction of intact forest landscapes.

310. Defendant Paglia of ForestEthics echoed Greenpeace’s admonishment of
Resolute’s book publisher customers. In a blog post published on May 18, 2017, defendant
Paglia publicly shamed Penguin, Random House, Harper Collins, and Simon & Schuster for
“still doing business with Resolute despite the company’s destructive logging,” and threatened
that “other big brands will be increasingly faced with choosing between being loyal to a
company like Resolute or living up to their values.”

311. The campaign against the book publishers was presciently timed to coincide with
the 2017 Book Exposition at the Jacob Javits Center in New York. Between May 31 and June 2,
2017, Greenpeace held court at the Book Expo, renting a booth at the Javits Center. Among

1 others, defendants Moas, Skar, and Brindis were each observed distributing the false, malicious
2 and misleading Clearcutting Report and misrepresenting Resolute as a rogue, bad actor
3 responsible for destruction in the Canadian Boreal forest: “Forests are crucial for the planet and
4 our voices are vital to protect them. Right now, both free speech and forests are under threat
5 from Resolute Forest Products, one of the world’s largest suppliers of book paper. Together, we
6 can stop Resolute from silencing us.”

7 312. Following the Expo, Greenpeace USA continued to use the threat of bad press and
8 boycotts against the publishers to extort endorsements and meetings. For example, in early June
9 2017, defendant Moas wrote to the CEO of Simon & Schuster informing her that Moas would be
10 at their headquarters the following Wednesday and expected the CEO to meet with her at a
11 specified time. Moas warned Simon & Schuster that if it did not confirm the appointment, Moas
12 would still show up at headquarters, but with a photographer in tow, thus putting Simon &
13 Schuster’s reputation and customer relations on the line. Moas further informed Simon &
14 Schuster that it was the only publisher to have declined a meeting with Greenpeace and that prior
15 meetings with other publishers had resulted in substantive agreements. Fearful of Greenpeace’s
16 threats, Simon & Schuster acquiesced to Greenpeace’s demands.

17 313. Greenpeace USA employed similar tactics against Penguin and Macmillan. In
18 response to Moas’s demand for a meeting, Greenpeace secured a meeting with Penguin
19 executives in Penguin’s New York offices in June 2017. The pressure on Penguin and the threat
20 of negative publicity had its intended effect. Following its meeting with Greenpeace, Penguin
21 demanded that Resolute commit to moving as much product and production from Alma to
22 Calhoun, but where not possible, Penguin requested FSC certification. Penguin informed
23 Resolute that if it is not able to commit, Penguin would move to another vendor. Likewise,
24 Greenpeace met with Macmillan’s CEO, John Sargent, on May 31, 2017. Prior to the meeting,
25 Macmillan requested and participated in a tour of Resolute’s Alma paper mill, La Doré sawmill
26 and Boreal operations, so that Macmillan was prepared to respond to Greenpeace’s allegations.

27 314. One long-time Resolute customer who acquiesced to the Enterprise’s extortive
28 tactics was Hachette Livre. In June 2017, after months-long pressure from Greenpeace USA and

1 ForestEthics, the CEO of Hachette Livre issued a public statement endorsing the Enterprise's
2 campaign and the "importance of operating in line with the Forest Stewardship Council's
3 sustainability standards," and admonished the "vigor of [Resolute's] legal response to
4 Greenpeace" "as excessive." Lauding Hachette's capitulation, defendant Moas proclaimed in a
5 Greenpeace press release: "we look forward to seeing how Resolute resolves this issue," while
6 warning the other major publishers that they "need to move more quickly on this issue to regain
7 the confidence of the half of a million people around the world who have asked publishers to live
8 up the [sic] their promises and ensure forests . . . are not attacked on their watch." The press
9 release linked to the false Clearcutting Report.

10 315. The Enterprise amplified its campaign against the book publishers throughout the
11 summer of 2017. Beginning in June 2017, Kat Clark of Greenpeace USA reached out directly
12 to authors, seeking their endorsement of Greenpeace's campaign and requesting that the authors
13 pressure their publishers to eliminate Resolute from their supply chain. The purported basis for
14 this request was the false and misleading allegations that Resolute "has harmed ancient forests,
15 jeopardized the habitat of endangered species, and violated Indigenous People's rights in the
16 Canadian Boreal forest."

17 316. Moreover, on June 20, 2017, Amy Moas published on Greenpeace International's
18 website a blog post titled "What happened when we demanded that publishers hear the voices of
19 500,000 of you." Consistent with the Enterprise's prior disinformation, Moas falsely associated
20 Resolute with destroying the last remaining intact forests in Canada and threatening endangered
21 woodland caribou, and publicly admonished Resolute's book publisher customers for their lack
22 of response to the Enterprise's demands to eliminate Resolute from their supply chain.

23 317. In response, Macmillan demanded that Greenpeace provide the scientific support
24 for its allegations against Resolute. The response -- after more than five weeks -- set forth in an
25 email titled "The carbon and climate importance of Intact Forest Landscapes" --mixes vague
26 statements that are largely true about forests and their ecology ("Canada's boreal forest, it has
27 some of the last large expanses of undisturbed natural forest, is home to threatened species and is
28 one of the world's largest terrestrial stores of carbon") with innuendo about the putative impact

1 of Resolute’s harvesting (“Resolute Forest Products, one of the largest logging companies in
2 North America, is destroying key areas of this magnificent forest and has abandoned sustainable
3 forestry efforts”). In accordance with its scheme to falsely portray Resolute as the most
4 regressive forestry company, the email did not set forth any facts or scientific evidence to
5 support its lies about Resolute’s putative impact on intact forest landscapes and woodland
6 caribou, but instead simply rattled off these continental scale factoids before singling out
7 Resolute as the sole company responsible for the impacts, to the exclusion of other forestry
8 companies that were engaged in identical practices. To the contrary, as Resolute informed the
9 Enterprise on numerous occasions, and which as putative experts in matters related to the
10 Canadian boreal Forest, Greenpeace would have surely known or could have easily determined,
11 in Quebec and Ontario where Resolute harvests, 85% of intact forest landscapes are above the
12 Northern Border (Quebec) or the Area of Undertaking (Ontario) which are off-limits to all
13 forestry companies, including Resolute. And in the remaining 15% intact forest landscapes in
14 the managed forests, Resolute’s operations constitute a fraction of the cumulative harvesting by
15 forestry companies, and is conducted in compliance with the rules and regulations of the
16 provincial governments that have decided that a certain amount of harvesting furthers society’s
17 needs.

18 318. Most recently, in an August 3, 2017 blog post titled “11 People With
19 Extraordinary Power Over the Future of One Threatened Species,” Greenpeace USA again
20 publicly admonished executives at Penguin Random House, HarperCollins, Simon & Schuster,
21 and MacMillan for being “actively associated with Resolute Forest Products’ destructive
22 operations by buying substantial quantities of paper from the controversial loggers.” In
23 conclusion, defendant Moas warned: “These publishers have a choice – keep their heads in the
24 sand or roll up their sleeves and work with both Resolute and government officials to ensure
25 everyone is doing everything possible to safeguard Woodland Caribou. Ultimately it comes
26 down to whether or not publishers will keep their promises to their readers that their books are
27 sustainable and not harming magnificent forests and threatened species.”
28

1 **C. Summary Of Allegations Of Actual Malice**

2 319. The facts as set forth above, taken together, demonstrate that Greenpeace
3 International, Greenpeace USA, Greenpeace Canada, Amy Moas, Rolf Skar, Daniel Brindis,
4 Matthew Daggett, Richard Brooks, and Shane Moffatt, among others, had actual or constructive
5 knowledge of the falsity of the allegations that they disseminated in reports, blog posts, and
6 social media.

7 320. Each defendant's and Enterprise' member's actual and constructive knowledge
8 summarized below is imputed to all other members of the Enterprise because as set forth above,
9 the Greenpeace USA and the Greenpeace Canada Canadian Boreal Forest teams collaborated
10 with and shared knowledge and information with one another for the purpose of carrying out the
11 "Resolute: Forest Destroyer" campaign, by among other things, in many instances jointly writing
12 and publishing reports, disseminating letters and emails to Resolute's customers and market
13 constituents, holding joint conference calls with Resolute's customers, and participating in joint
14 meetings with Resolute's customers. Likewise, Greenpeace International collaborated closely
15 with Greenpeace Canada and Greenpeace USA in the Resolute Forest Destroyer Campaign
16 including by, among other things, authorizing and developing the campaign, providing the right
17 to use the Greenpeace name to Enterprise members GP-Inc., GP-Fund, and Greenpeace Canada,
18 funding these entities, underwriting this disinformation campaign, and providing an internet
19 platform and website to support, facilitate, and authoring, reviewing and publishing false and
20 defamatory publications and communications for the campaign.

21 321. The actual and constructive knowledge of Greenpeace Canada is imputed to all
22 members of Greenpeace Canada's Canadian Boreal Forest team, including Richard Brooks,
23 Nicolas Mainville, Stephanie Goodwin, Shane Moffatt, Holly Postlethwaite, Freya Putt, and
24 Catherine Grant, among others, all of whom worked closely together in preparing publications
25 concerning Resolute, and the actual and constructive knowledge of all of these members is
26 imputed back to Greenpeace Canada. Likewise, the actual and constructive knowledge of
27 Greenpeace USA is imputed to all members of Greenpeace USA's Canadian Boreal team,
28 including Defendants Daniel Brindis, Amy Moas, and Rolf Skar, all of whom worked closely

1 together in preparing publications concerning Resolute, and the actual and constructive
2 knowledge of all of these members is imputed back to Greenpeace USA.

3 322. Moreover, the actual and constructive knowledge of Greenpeace USA,
4 Greenpeace Canada, and Greenpeace International is imputed to defendants ForestEthics and
5 Todd Paglia. As memorialized in ForestEthics’s operational memorandum and shared with, and
6 approved, by the other members of the Enterprise, including Greenpeace Canada, Greenpeace
7 USA, Greenpeace International, and Greenpeace Fund, beginning no later than 2012, these
8 ENGOs agreed to engage in a “coordinated” “very targeted market campaign” to falsely
9 designate Resolute as a rogue actor in the Canadian Boreal forest with the self-described
10 “objective” of “mak[ing] Resolute and its products highly controversial. and “positioning
11 Resolute as the most regressive forest products company.” Given the shared objective and
12 agreed upon plan between ForestEthics, Greenpeace International, Greenpeace USA, and
13 Greenpeace Canada, there is a strong inference that ForestEthics and Paglia had a responsible
14 part in the preparation and publication of the Greenpeace entities’ false and defamatory
15 publications.

16 **1. The Enterprise Launches A Campaign To Falsely Single Out**
17 **Resolute As The Most Regressive Forest Products Company**

18 323. As the Enterprise’s operational memo explicitly detailed, the “objective” of the
19 Enterprise’s campaign was to falsely “position[] Resolute as the most regressive forest products
20 company.” The Enterprise would do so by first inventing a pretext to scuttle the CBFA before
21 launching a highly publicized disinformation campaign attacking Resolute’s brand and
22 customers based on the misrepresentation that Resolute was a rogue bad actor operating with a
23 reckless environmental disregard that risked caribou extinction, Boreal deforestation, adverse
24 climate change, and violating First Nation rights.

25 324. The Enterprise’s scienter and malice is most plainly exhibited in the campaign’s
26 intentional misrepresentation of Resolute as a bad actor while endorsing and promoting other
27 companies holding the identical positions, engaged in the same alleged objectionable conduct, or
28 even more of that conduct or worse conduct, and not otherwise materially distinguishable from
Resolute but similarly situated. In disseminating the campaign’s false statements, the Enterprise

1 did not disclose to the public that its purpose was to falsely villainize Resolute, and that it had
2 absolutely no basis for depicting Resolute as “regressive” and promoting other companies who
3 were identically situated, or in most cases, less favorably situated as “progressive” good actors
4 with whom Resolute customers should do business with instead. This selective manipulation of
5 the facts and disparate treatment of Resolute’s competitors was intended to serve the objective of
6 not just damaging Resolute’s brand but also enhancing its competitors’ brands and driving
7 customers to pursue alternatives to doing business with Resolute, which would not otherwise be
8 possible if Greenpeace treated all similarly situated logging companies the same.

9 325. Thus, each of the tactics and misrepresentations set forth below were done with
10 actual malice by virtue of the fact that they were carried out in furtherance of an explicit plan to
11 misrepresent Resolute as a villain, an outlier among other CBFA members and its competitors,
12 even though there was no reasonable factual basis for singling-out Resolute’s performance in the
13 Canadian boreal Forest as deficient or that its performance stood in a materially adverse position
14 vis-à-vis the other similarly situated competitors whom the Enterprise extolled in order to
15 misrepresent Resolute as the rogue, bad actor.

16 **2. The Enterprise Disseminated False And Misleading Allegations With**
17 **Actual Knowledge Of, Or Reckless Disregard For, Their Falsity.**

18 **a. The Enterprise's Claims Were Based On Fabricated Evidence**

19 326. As set forth in §2(b), central to the launching and success of the “Resolute: Forest
20 Destroyer” campaign was the need for a pretext to scuttle the “historic” CBFA. On December 6,
21 2012, Enterprise member Greenpeace Canada issued the Exposed Report, which falsely and
22 maliciously accused Resolute of logging in “off-limits areas” in violation of the CBFA. Between
23 December 2012 and March 2013, among others, defendants Greenpeace USA, Skar, and Brindis,
24 and Enterprise members Greenpeace Canada, Mainville, and Goodwin, disseminated this false
25 charge in a series of reports and direct communications to Resolute’s customers and other critical
26 market constituents.

27 327. While the Exposed Report alleged that Greenpeace uncovered these putative
28 violations during “[a] Greenpeace field investigation,” the facts demonstrate that Greenpeace
fabricated the evidence it purported to rely on including photographs and video footage

1 putatively corroborated by GPS coordinates depicting Resolute building roads in areas protected
2 under the Agreement.

3 328. First, none of the five photographs Greenpeace Canada putatively documented
4 during its “investigation,” depict Resolute harvesting in violation of the CBFA. Rather, the
5 roadbuilding depicted in these five photographs were either: (a) authorized by the CBFA (pins 1
6 & 2); (b) built by the Quebec Ministry of Natural Resources (pins 3 & 4); or (c) built by another
7 forestry company (pin 5). It is inconceivable that Greenpeace overlooked these numerous
8 geographical inconsistencies which explicitly demonstrate that Resolute was not logging in
9 violation of the agreement:

- 10 • **Photographs of Pins 1 & 2:** Greenpeace Canada was intimately involved in the
11 negotiation of the CBFA moratorium, including the selection of the authorized
12 harvesting areas, and was in possession of or had direct access to maps clearly
13 identifying that road construction in those areas were authorized under the
14 Agreement. Additionally, as a core member of the CBFA working group that was
15 negotiating a protected area within this region, Greenpeace Canada had intimate
16 knowledge of the region. Finally, Greenpeace Canada made no effort to
17 corroborate or verify the accuracy of its claims, even though it could easily verify
18 the claims as a CBFA signatory.
- 19 • **Photographs of pins 3 and 4:** public documentation known to or available to
20 Greenpeace Canada through QMNR regional offices reflected that the roads
21 depicted in these photographs were built by the QMNR, not Resolute, and for the
22 sole purpose of providing access to large areas of forest burned in the summer of
23 2007 after it was determined that natural regeneration was insufficient to ensure
24 the return of adequate forests. Resolute was not involved in the implementation
25 of this special QMNR reforestation plan and therefore in no way breached the
26 Agreement. Greenpeace Canada not only misrepresented that Resolute was
27 responsible for building these roads, but also misrepresented that the roads were
28 related to harvesting when, in fact, they were related to regeneration in areas that
would not otherwise regenerate.
- **Photographs of pin 5:** public documentation known available to Greenpeace
Canada through QMNR regional offices reflected that this area was harvested by
a non-signatory forestry company that was not bound by the terms of the CBFA.
The area affected by this road building is in the area under the jurisdiction of
QMNR in anticipation of the 2013-2014 harvesting season. As a signatory to the
CBFA and a putative expert on issues concerning the Canadian Boreal forest,
Greenpeace should have known that Resolute was not involved in that
roadbuilding.

329. Second, the video footage embedded in the Expose Report purporting to show
Resolute logging in violation of the CBFA was likewise doctored and misleading.

- The blurred aerial image, described as evidence of “ravaged” forest, is in reality
an area harvested early in the 2000s in accordance with rules applicable at that
time, long before the CBFA existed. Greenpeace Canada did not possess any

1 information from which it could reasonably conclude the image represented
2 Resolute logging in 2012, let alone logging in violation of the CBFA, and in fact
3 the image reflected the opposite, as recognizable to the trained eye from
4 configuration of worksites and residual tree buffers. Abundant regeneration can
5 also be seen in the harvested area. To add supposed credibility to its message,
6 Greenpeace deliberately manipulated the GPS coordinates for the image. Upon
7 verification of the coordinates, they in fact refer to a location in an area that
8 experienced fires in 2007, not logging, and an “expert” such as Greenpeace would
9 unequivocally recognize that those two areas could not correspond to each other
10 or areas impacted during the existence of the CBFA.

- 11 • Another image on the video purporting to show forestry machinery knocking over
12 several stems and suggesting “destruction” of the forest is, in fact, footage of
13 preparation for reforestation (scarification), which was a fact evident to anyone
14 with knowledge of forestry and certainly a group which purported to possess and
15 communicate information based on science. During such an operation, residual
16 stems at times need to be dealt with in order to protect foresters, eliminating the
17 risk of injury while working in planting furrows. Such a safety measure is
18 especially important in the case of a burned forest, as appears to be the case in this
19 picture.
- 20 • Several times the video shows images of Resolute’s harvesting causing
21 “destruction,” however, the images depicted are areas impacted by fires, not
22 harvesting, as anyone with a trained eye and certainly Greenpeace would have
23 known. Notwithstanding this knowledge, Greenpeace misrepresented them
24 because burnt areas look particularly devastated as fires, unlike logging, do not
25 proceed according to a harvesting plan or include, for example, wooded buffers
26 adjacent to lakes and waterways.
- 27 • The video shows a satellite image of an area that was harvested in 2003 according
28 to rules in effect at the time, and long before the existence of the CBFA, as
apparent to a trained or informed observer from the image itself, and certainly a
group such as Greenpeace. While the video once again alleges that Resolute does
not respect its commitments under the CBFA, verification of the GPS coordinates
reflect that that the area in question is primarily outside of Resolute’s forest
management unit. Greenpeace Canada was aware of this from the nature of the
image itself, and would have been known based on a simple comparison of maps
to GPS coordinate information Greenpeace had in its possession.

330. Greenpeace Canada’s knowledge and malice in disseminating this fabricated
evidence is further evidenced by the fact that even after Resolute rebutted the falsity of
Greenpeace’s allegations by letter dated December 12, 2012 and demonstrated that neither the
photographs nor the videos depict Resolute harvesting in violation of the CBFA, Greenpeace
Canada and those working in concert with it failed to conduct any investigation to determine the
validity of the evidence it purported to rely on, but instead continued to disseminate these fake
photographs and videos in new reports, blog posts and email correspondence.

331. It was only after Resolute threatened Greenpeace with legal action that
Greenpeace finally retracted its false claims, using the excuse of “incomplete maps,” which was

1 a further misrepresentation designed to conceal the real motivation for claiming Resolute had
2 violated the CBFA. Greenpeace Canada and Greenpeace USA made this claim not because it
3 was true, preserve its credibility so it could continue to effectively disseminate
4 misrepresentations about Resolute now that it had successfully justified its withdrawal from the
5 CBFA based on a series of materially and intentionally false pretexts. In any event, the wholly
6 inadequate “incomplete map” excuse did not explain any of the misrepresentations, particularly
7 not how Greenpeace misrepresented that its purported photographs and videos of Resolute
8 logging in off-limits areas corresponded with CBFA restricted areas when, in fact, they did not;
9 areas were associated with Resolute activity when, in fact, they were not; videos and images
10 showed Resolute harvesting in violation of the CBFA, when, in fact, they showed neither
11 Resolute activity nor harvesting in CBFA restricted areas; and GPS coordinates that did not even
12 match the video image they purported to support.

13 332. Moreover, the denial of any intention to harm Resolute by these demonstrable lies
14 is utterly irreconcilable with Greenpeace’s refusal to rejoin the CBFA after acknowledging its
15 entire stated basis for leaving had been wrong. Indeed, the intentional falsity of the Enterprise’s
16 claim that it did not intend harm to Resolute is demonstrated by what it intentionally did not
17 disclose when it made that claim: that the Enterprise, including Greenpeace Canada, Greenpeace
18 USA, Forest Ethics, Paglia and other ENGO’s had agreed upon the aggressive dissemination of
19 these lies as part of a larger campaign to attack Resolute and ruin its brand and business.

20 **b. Defendants Omit Material Information**

21 333. As further evidence that the Enterprise’s false allegations about Resolute featured
22 in the Enterprise’s reports, publications, and oral and written communications were made with
23 actual malice, numerous particularized facts demonstrate that the Enterprise intentionally and
24 maliciously omitted material information in order to falsely portray Resolute as the most
25 regressive forestry company with unsustainable operations and an outlier in the forest industry.
26 Most fundamentally, the Enterprise omitted that the explicit purpose of the disinformation
27 campaign was to “make Resolute and its products highly controversial” and falsely “position[]
28

1 Resolute as the most regressive forest products company.” In order to falsely villainize Resolute,
2 the Enterprise omitted the following material information:

3 334. **Resolute Is Only Responsible For A Fraction Of Logging In Quebec and**
4 **Ontario:** To set the misleading foundation that Resolute is a rogue actor logging in the last of
5 the Canadian boreal Forest’s intact forest landscapes, the Enterprise intentionally omits that in
6 Quebec and Ontario, approximately 85% of so-called intact forest landscapes are above the Area
7 of Undertaking (Ontario) and the Northern Limit of Allocation (Quebec) where the law prohibits
8 harvesting, and 90% of intact forest landscapes in Quebec are either beyond the Northern Limit
9 or in otherwise protected areas. The Enterprise also omits that Resolute only harvests on a
10 fraction of the remaining 10% of intact forest landscape below the Northern Boundary in Quebec
11 and Ontario, along with numerous other forestry companies, which are at a minimum similarly
12 situated to Resolute. Moreover, areas in which Resolute does harvest are predominately not
13 intact forest landscapes, and any Resolute contribution is entirely immaterial, temporary, and
14 necessary for the forest’s cycle of regeneration and regrowth. In fact, numerous other forestry
15 companies operate in Quebec and Ontario in the very same management units and under the
16 same rules, and Resolute’s operations only account for just over 10% percent of total harvesting
17 in the caribou range of Ontario. Yet, Defendants tellingly do not even mention other forestry
18 companies in Ontario who are responsible for over *90% of harvesting* in the caribou range.

19 335. **Resolute’s record of sustainability:** Likewise, to portray Resolute as an
20 “outlier” with “unsustainable operations,” the Enterprise intentionally omits that Resolute is
21 regularly recognized as an industry leader in sustainable forestry, environmental protection, and
22 safety. In the past few years alone, Resolute has received more than twenty regional, North
23 American, and global awards and distinctions for its sustainability, environmental, and safety
24 practices. These awards include recognitions for Resolute’s “100% woodland certifications,
25 transparent sustainability reporting, innovative partnerships with First Nations, and substantial
26 efforts to minimize resource consumption, waste generation, air emissions, water discharge, and
27 environmental incidents.” The Enterprise also omits that when Resolute harvests in the
28 Canadian Boreal Forest, each area is promptly and successfully regenerated either naturally

1 (75% of the time) or by Resolute or the government seeding and planting. Between 2010-2012,
2 Resolute planted an average of over 60 million trees per year, and by 2012 it had **planted its**
3 **billionth tree in Ontario alone**, and has continued to plant trees there since.

4 336. **FSC Certificates**: The Enterprise's claims about Resolute's FSC compliance and
5 the conclusions that can be drawn from the limited terminations and suspension do not disclose
6 the Enterprise's direct and indirect role in the suspensions Resolute suffered, or that Resolute
7 was treated dramatically differently than other FSC certificate holders operating in the same
8 areas. As the Enterprise explicitly threatened Resolute in May 2013, the Enterprise's "Resolute:
9 Forest Destroyer" campaign targeted Resolute's relationship with FSC and its FSC auditors from
10 the very start, with a parallel campaign attacking FSC for not being stringent enough. Thus, as it
11 would do with Resolute customers, the Enterprise threatened to tarnish the FSC brand by
12 accusing it of certifying Resolute despite the Enterprise's highly publicized claims that Resolute
13 was destroying the Boreal forest, its woodland caribou, and logging without the consent of the
14 indigenous people. Once the threat was made, the Enterprise began a coordinated attack on
15 Resolute's FSC certificates by filing formal complaints with Resolute's auditors and the FSC,
16 and engaging in a campaign of informal communications, to pressure and precipitate the
17 suspension of Resolute's certification. Moreover, the Enterprise repeatedly omitted that
18 notwithstanding the limited losses and suspensions, which the Enterprise itself contributed to,
19 Resolute remains one of the largest holders of FSC certificates in North America, and 100% of
20 the woodlands Resolute manages are audited and certified by independent third parties.

21 337. **Resolute Harvests Pursuant To Strict Regulations in the Canadian Boreal**
22 **Forest**: To portray Resolute as a destructive company with unsustainable practices, defendants
23 likewise omit that Canada has among the strictest forest regulation frameworks in the world.
24 Moreover, in addition to Canadian regulation, the Enterprise fails to disclose that Resolute
25 harvests under the strict guidelines and regulations of the Quebec and Ontario provincial
26 governments, which hold title to these public lands for their people, strictly regulate, monitor,
27 and enforce the manner in which they are harvested and mandate sustainable forest management.
28 In fact, comprehensive scientific studies have found Canada's forest management among the best

1 in the world. Provincial forest regulations mandate land-use planning, require indigenous
2 consent, administer wildlife habitat protection, monitor timber harvesting, and establish
3 reforestation practices.

4 338. **Woodland Caribou:** The Enterprise omits that most of the caribou population
5 decline is occurring in Alberta and Newfoundland and Labrador, far away from Resolute's
6 operations. The Enterprise also omits that in Ontario and Quebec where Resolute harvests, 77%
7 and 76% of the woodland caribou ranges, respectively, are located above the Area of
8 Undertaking (Ontario) and the Northern Limit of Allocation (Quebec) and are not even available
9 for harvesting.

10 339. **Relationship with First Nations:** To portray Resolute as violating Indigenous
11 Rights, the Enterprise intentionally omits that Resolute has numerous successful partnerships
12 with various First Nations, including the Fort Williams First Nation, Couchiching First Nation,
13 Mitaanjigamiing First Nation, Nigigoonsiminikaaning First Nation, Seine River First Nation, Lac
14 La Croix First Nation, Lac des Mille Lacs First Nation, Wabigoon Lake Ojibway Nation,
15 Atikamekw Council of Obedjiwan, Kitigan Zibi Anishinabeg and the Gull Bay First Nation,
16 among others. As Chief Earl Klyne of Seine River First Nation stated in his letter to
17 Greenpeace, Greenpeace does *not* speak for all First Nations, and its claims that Resolute's
18 practices show "disregard for Indigenous rights" misrepresents the Resolute's relationship with
19 First Nations, particularly the Seine River First Nation and its five First Nation community
20 partners, who gave free prior informed consent in the Sapawe Forest, and had "partnerships with
21 Resolute on other fronts that allows the First Nations to develop economic certainty for the
22 future," which the Defendants have "sabotaged" with its disinformation campaign. Defendants'
23 mantra that it is protecting the interests of the First Nations grossly misrepresents the truth that
24 the vast majority of First Nations have constructive and economically beneficial relationships
25 with Resolute that the Enterprise's campaign has only served to destroy. Moreover, Defendants
26 intentionally omit that FSC non-conformances relating to Indigenous Rights are, as repeatedly
27 stated by the Quebec government, issues between the Quebec government and the First Nations,
28 and not the responsibility of Resolute.

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c. Defendants’ Putative Scientific Evidence Contradicts Or Otherwise Fails To Support Their False And Misleading Allegations

340. Moreover, numerous particularized facts demonstrate that members of the Enterprise including Greenpeace International, Greenpeace USA, Brindis, Moas, Skar, Daggett, and Greenpeace Canada distort, miscite, and cherry-pick from the sources they purport to rely on, creating a strong inference that its allegations about Resolute were made with actual knowledge of their falsity or reckless disregard for their truth.

341. **Climate Change**: As set forth in §2(e)(ii), members of the Enterprise including Greenpeace International, Greenpeace USA, Brindis, Moas, Skar, Daggett, and Greenpeace Canada alleged that Resolute’s operations were negatively impacting climate change. However, none of the putative “scientific evidence” these Enterprise members reference support their allegations, giving rise to a strong inference that these defendants published these statements with actual or constructive knowledge of their falsity.

342. First, Greenpeace International, Greenpeace USA, Brindis, Moas, Skar, and Daggett cite in their motions to strike a 1998 study by Werner A. Kurz to support their allegation that “[s]cientific studies” have “concluded that natural forests store more carbon than forests managed for timber production due to their older average age.” However, this 1998 study is based on computer modeling of hypothetical forest landscapes with limited focus on the regions in question. By contrast, a more recent (2013) and comprehensive paper led by the *same scientist*, which relied on actual observed data, rather than a computer simulation to evaluate the climate impacts of Canada’s managed boreal forest, concluded that the managed boreal forest is having a slight *cooling* effect on global climate, helping rather than further warming the planet.

343. Likewise, the studies Greenpeace International, Greenpeace USA, Brindis, Moas, Skar, and Daggett purport to rely on in their motion to strike to support their claims that “[f]orest degradation unlocks the carbon stored in the soil in a variety of ways that scientists are still exploring . . . [w]hen boreal forest vegetation or soils are disturbed, carbon is released, accelerating climate change,” is irrelevant to whether disturbance of *boreal* forests releases

1 carbon. Rather, the studies these Enterprise members cite focus on forest degradation in *tropical*
2 forests, not the Boreal forest where Resolute operates.

3 344. In addition, Greenpeace International, Greenpeace USA, Brindis, Moas, Skar,
4 Daggett's allegation that "natural forests store more carbon than forests managed for timber
5 production," are directly contradicted by the UN's Intergovernmental Panel on Climate Change
6 which has publicly declared that sustainable forest harvesting and management is one of the most
7 important mechanisms for removing and sequestering greenhouse gases from the atmosphere.
8 As putative experts in matters relating to the Canadian Boreal forest, a strong inference may be
9 drawn that Greenpeace Canada, Greenpeace USA, Daniel Brindis, Amy Moas, Rolf Skar, and
10 Greenpeace International had actual or constructive knowledge of this publicly available industry
11 information. This inference is further strengthened by the fact that these Greenpeace entities,
12 including Greenpeace International, Greenpeace USA, and Greenpeace Canada, often cited
13 findings by the Intergovernmental Panel on Climate Change in the context of other campaigns.

14 345. **Caribou**: As set forth in § B2(e)(iv), members of the Enterprise including
15 Greenpeace International, Greenpeace USA, Daniel Brindis, Amy Moas, Rolf Skar, and
16 Greenpeace Canada alleged that Resolute's operations were threatening or jeopardizing the
17 survival of woodland caribou. However, none of the putative "scientific evidence" Greenpeace
18 references supports these false charges, giving rise to a strong inference that these defendants
19 published these statements with actual or constructive knowledge of their falsity.

20 346. Defendants and Enterprise members Greenpeace Canada, Greenpeace USA,
21 Greenpeace International, Moas, and Brindis, among others, cite to a 2014 report by Global
22 Forest Watch and a 2012 report by Environment Canada to support their allegations that
23 Resolute's harvesting is jeopardizing woodland caribou, including in the following false and
24 misleading reports and communications: (i) May 2013 Unsustainability Report; (ii) May 2013
25 emails from Daniel Brindis of Greenpeace USA and Catherine Grant and Stephanie Goodwin of
26 Greenpeace Canada disseminating the Unsustainability Report to Resolute's customers; (iii)
27 August 2013 FSC at Risk Controlled Wood Report by Greenpeace International; (iv) May 2014
28 FSC at Risk FSC Must Do More Report by Greenpeace International; (v) February 2016

1 Endangered Forests in the Balance Report by Greenpeace Canada; (vi) March 2016 emails from
2 Amy Moas to Resolute's customers transmitting the Endangered Forest in the Balance Report;
3 (vii) April 2016 email from Amy Moas of Greenpeace USA and Richard Brooks of Greenpeace
4 Canada transmitting the Endangered Forest in the Balance Report; (viii) December 16, 2016
5 Letter from Amy Moas to Resolute's customers; (ix) May 2017 Clearcutting Free Speech Report,
6 by Amy Moas of Greenpeace USA; and (x) June 2017 June Book Expo, Amy Moas, Rolf Skar,
7 Daniel Brindis of Greenpeace USA.

8 347. However, far from supporting these defendants' and Enterprise members'
9 allegations, the Global Forest Watch report concluded that: (a) "[o]ur analysis clearly indicates
10 that the threat to boreal caribou is highest in Alberta" (where Resolute does not operate); (b)
11 identified all fifteen of the designated caribou habitats in Alberta and British Columbia (where
12 Resolute does not operate) as having the highest habitat disturbance levels and at highest
13 population risks; and (c) did not, in contrast, identify any of the designated habitats the
14 Enterprise associates with Resolute's Quebec operations as being similarly at risk.

15 348. Likewise, the Canadian government's 2012 Environment Canada report likewise
16 points to Alberta and British Columbia herds as the source of risk to caribou and their habitats.
17 The study designates all twelve of the identified herds in Alberta as being non-self-sustaining
18 with habitat disturbance levels well over 60%, and all five herds in British Columbia as being
19 non-self-sustaining with habitat disturbance levels between 57-80%.

20 349. **Destruction Of Intact Forest Landscapes:** As set forth in § 2B2(e)(iii) members
21 of the Enterprise accused Resolute of causing forest loss in the last remaining intact forests in
22 Canada. These allegations were made in, among other reports, the February 2016 Endangered
23 Forests In The Balance Report, issued by Greenpeace Canada and featured on the websites of
24 Greenpeace Canada, Greenpeace USA and Greenpeace International, which falsely asserted that
25 "*Canada leads the world in loss of intact forests, with 21% of intact forest loss worldwide*
26 *between 2000 and 2013 occurring in Canada . . . [b]etween 2000 and 2013 . . . nearly 50% of the*
27 *Intact Forest Landscapes in the Montagne Blanches Endangered Forest have been lost or*
28 *degraded.*" The report further alleged that Resolute's "logging operations are central to the fate

1 of the Montagnes Blanches Endangered Forests.” In February and March 2016, defendant Moas
2 disseminated this false report to numerous Resolute customers.

3 350. However, the non-peer reviewed web link Greenpeace Canada, Greenpeace USA,
4 Greenpeace International and Moas purport to cite does not support the alarmist and sensational
5 charges concerning intact forest loss in Canada. Rather, the study only addresses the *cumulative*
6 impact of intact forest loss for Russia, Alaska, and Canada. Moreover, the source clearly states
7 that Intact Forest loss in the Amazon is 25%, which is larger than the 21% Greenpeace attributes
8 (without any basis) to Canada yet which Greenpeace falsely labels the “lead in world loss.”
9 Tellingly, when the data Greenpeace cited finally became part of scientific literature (Potapov et
10 al. Sci. Adv. 2017:3), the data indicates that all of North American temperate and boreal forest
11 (*i.e.* all US **and** Canada) represented 19% of global loss of intact forests. The publication further
12 indicates that of the 19% cumulative loss in North America, 11.5% was due to loss other than
13 from wildfire. The same study shows that only 1.88% of IFL loss in North America is
14 attributable to harvesting. More significantly, the same report shows that in contrast to leading
15 the world in intact forest loss, the Northern American northern boreal forest lost a *lower* fraction
16 of its IFL than any of the 7 largest IFL regions on Earth.

17 **d. The Enterprise Continued To Disseminate Their False Claims**
18 **Notwithstanding Prior Admissions And Material Events That**
19 **Confirm Their Falsity**

20 351. Not only did the Enterprise fabricate evidence to support its false claims, it also
21 continued to make and disseminate these false claims even after Resolute informed the
22 Enterprise of the falsity of its statements and other industry and market participants issued public
23 statements rebutting its lies.

24 352. **CBFA:** In addition to the knowledge and information it possessed indicating that
25 its claims, images, and videos misrepresented that Resolute had violated the CBFA, and its lack
26 of any investigation or reasonable factual basis for believing such misrepresentations were true,
27 the Enterprise’s malice and scienter are evidenced by its refusal to correct these
28 misrepresentations immediately when informed they were demonstrably untrue by Resolute.

1 353. As set forth in § B2(b) , following the December 6, 2012 publication of the
 2 Exposed Report, Backgrounder, and accompanying photographs and videos, Resolute irrefutably
 3 rebutted the false allegations that it was logging in “off-limits areas” in violation of the CBFA
 4 and demonstrated point-by-point the falsity of the putative corroborating “evidence,” by letters
 5 dated December 12, 2012 sent to all CBFA signatories, including Greenpeace Canada, and letter
 6 dated December 17, 2012 sent to Greenpeace Canada, Bruce Cox (Director of Greenpeace
 7 Canada), and Stephanie Goodwin.

8 354. Moreover, Greenpeace USA’s knowledge of Resolute’s December 12, 2012 letter
 9 is explicitly evidenced by Daniel Brindis’s reference to “our review of Resolute’s counterclaims”
 10 in a January 22, 2013 email to Hearst.

11 355. Notwithstanding knowledge of the falsity of their statements regarding the CBFA,
 12 Greenpeace Canada and Greenpeace USA continued to falsely allege that Resolute was logging
 13 in off-limits areas in violation of the CBFA, with actual knowledge of the statement’s falsity,
 14 including in the following publications and communications:

- 15 • December 14, 2012 letter from Stephanie Goodwin to CBFA signatories: which
 16 falsely accused Resolute of “allow[ing] road building in original CBFA Areas of
 17 Suspended Harvest despite active efforts by Greenpeace and other environmental
 18 organizations”;
- 18 • December 18, 2012 Petition launched by Greenpeace Canada: which falsely
 19 alleged Resolute was “violating the Canadian Boreal Forest Agreement (CBFA)
 20 **by approving logging roads in off limit forest areas.**” (emphasis in original);
- 20 • January 16, 2013 article written jointly by Greenpeace Canada: which falsely
 21 alleged that “Greenpeace left the failed Canadian Boreal Forest Agreement after
 22 an investigation revealed Resolute forest products was responsible for logging in
 23 the Agreement’s off-limit areas . . .” The report contained a hyperlink to the
 24 Exposed Report and video, which Resolute had rebutted weeks earlier;
- 23 • January 16, 2013 Boreal Alarm report written jointly by Greenpeace Canada and
 24 Greenpeace USA: which falsely alleged that Resolute “recently began building
 25 roads in off-limits areas”;
- 25 • January 17, 2013 article “Resolute Forest Products fails to deliver on
 26 sustainability,” authored by Mainville and published by Greenpeace Canada:
 27 which falsely claimed that Greenpeace’s “investigation” revealed that Resolute
 28 “has authorized logging and the construction of roads in this-off limits forest.”
 The blog post linked to the Exposed Report and the accompanying phony
 photographs and video;
- January 2013 emails from Grant to numerous Resolute customers repeating false
 allegations and attaching the false and defamatory Boreal Alarm report;

- 1 • Undated Greenpeace Canada Boreal Forest main page;
- 2 • January 22, 2013 conference call between Daniel Brindis of Greenpeace USA, Grant of Greenpeace Canada, and Hearst;
- 3 • January 22, 2013, Greenpeace USA published a blog post titled “Greenpeace calls for a halt on logging in five key areas in the Boreal Forest”: which contained links to Greenpeace Canada’s Exposed Report and putative supporting “evidence.”
- 4 • January 22, 2013 email from Daniel Brindis of Greenpeace USA, copying Catherine Grant of Greenpeace Canada, to Hearst purporting to have reviewed Resolute’s counterclaims and attaching the false and defamatory Boreal Alarm Report.

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8 356. The refusal to correct and retract or even investigate demonstrably false claims
9 except to escape suit is further evidence of the Enterprise’s malice. That malice was further
10 evidenced by the additional misrepresentations it made to cover-up those intentional
11 misrepresentations.

12 357. **Harvesting in the Montagnes Blanches**: As set forth in §B2(e)(vii)(3) , Resolute
13 and the Government of Quebec rebutted the Enterprise’s false allegation that Resolute was
14 harvesting in Montagnes Blanches, including in the Complaint filed on May 31, 2016 and a press
15 release issued by the Government of Quebec that same day, which identified “*major*
16 *deficiencies*” in the map of the Montagnes Blanches set forth in Greenpeace Canada’s February
17 2016 Endangered Forests In The Balance Report. Among other things, the Government of
18 Quebec admonished Greenpeace for including maps that “misrepresent the geographical reality”
19 and “extends well beyond the Montagnes Blanches sector officially recognized by the Quebec
20 government for the protection of the woodland caribou.”

21 358. As named defendants and Enterprise members in the Complaint, Greenpeace
22 USA, Moas, Brindis, Skar, Greenpeace International and Greenpeace Canada had actual
23 knowledge or constructive knowledge of the falsity of their statements regarding the Montagnes
24 Blanches as outlined in the complaint.

25 359. Likewise, Greenpeace Canada had actual or constructive knowledge of the press
26 release by the Government of Quebec, which expressly referenced the Greenpeace Canada report
27 and admonished the inclusion of maps which were “likely to mislead the reader.”
28

1 360. Notwithstanding knowledge of the Quebec Forestry Minister’s public statement
2 and the complaint filed in this action, Greenpeace Canada, Greenpeace USA, and Greenpeace
3 International continued to disseminate the false statement that Resolute was harvesting in the
4 Montagnes Blanches, with actual knowledge of the statements’ falsity, including in the following
5 publications and communications:

- 6 • December 2016 letters to Resolute’s book publishing customers, jointly authored
7 by defendant Amy Moas of Greenpeace USA and Shane Moffat of Greenpeace
8 Canada which falsely asserted “[I]n the Montagnes Blanches Forest in Quebec,
there are three caribou herds . . . where habitat disturbance, including some from
Resolute’s operations, is jeopardizing their survival”;
- 9 • February 2017 letter to Harper Collins U.K. and News Corp., jointly authored by
10 defendant Moas and Enterprise member Shane Moffat;
- 11 • May 2017 Clearcutting Report, authored by defendant Moas of Greenpeace USA
12 and featured prominently on the websites of Greenpeace USA, Greenpeace
13 International, and Greenpeace Canada which falsely accuses Resolute of
obtaining three blocks of land from within Montagnes Blanches in an auction sale
and harvesting there; and
- 14 • At the June 2017 Book Expo Convention, where defendants Moas, Skar, and
15 Brindis were each observed distributing the false, malicious and misleading
Clearcutting Report.

16 361. **FSC Certification**: As set forth in § 2B2(e)(vi), Resolute and industry and market
17 participants issued the following public statements that established the falsity of the Enterprise’s
18 statements that the suspension or termination of four of Resolute’s FSC certificates reflects or
19 proves Resolute’s “unsustainable” forestry practices or “forest mismanagement”:

- 20 • On October 3, 2014, Quebec Forestry Minister Laurent Lessard issued a statement
21 to the press to “set[] the record straight” regarding “facts that had been distorted,”
22 particularly that the non-compliances identified in Resolute’s Lac St-Jean and
Mistissini-Peribonka certificates “are the government’s business – protecting
23 woodland caribou and agreements with First Nations,” and to reiterate that
Quebec has “the most stringent criteria in the world,” “safeguard[s] the
‘principal,’” and that only the ‘interest’ is harvested”;
- 24 • On December 31, 2014, Rainforest Alliance announced in a press release that the
25 Mistissini-Peribonka FSC certificate in Quebec “reached the five-year expiration
date of the certification agreement on December 3, 2014 and therefore the
26 certificate status changed from suspended to terminated in the FSC system.”
- 27 • On January 13, 2015, the FSC announced in a press release that Resolute’s
28 Caribou Forest FSC certificate in Ontario expired, clearly stating: “[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.”

- 1 • On February 4, 2015, Rainforest Alliance announced in a press release that
2 Resolute’s Black Spruce FSC certificate was subject to a new audit.

3 362. As a putative expert on matters concerning the Canadian Boreal Forest, including
4 specifically expertise “in the FSC certification scheme,” Greenpeace Canada, along with
5 Greenpeace USA, Daniel Brindis (whose “portfolio” includes FSC certifications), Amy Moas,
6 and Rolf Skar all knew or recklessly disregarded this publicly available industry information.

7 363. Additionally, Resolute informed the Enterprise of the falsity of their statements
8 regarding the status of its certificates in the following:

- 9 • May 2015 letter from Resolute’s outside counsel to the Board of Directors at
10 Greenpeace USA and Defendant Brindis;
11 • May 31, 2016 Complaint;
12 • November 22, 2016 Declaration of Frederick Cubbage;
13 • January 12, 2017 Cease and Desist Letter from Resolute’s outside counsel to
14 Greenpeace USA and those working in concert with them, including Shane
15 Moffatt and Greenpeace Canada.

16 364. As named defendants and Enterprise members in the Complaint, Greenpeace
17 USA, Moas, Brindis, Skar, Greenpeace International and Greenpeace Canada had actual
18 knowledge or constructive knowledge of the falsity of their allegations regarding Resolute’s FSC
19 certificates as outlined in the complaint and the Declaration of Frederick Cubbage,

20 365. Notwithstanding knowledge of the public statements issued by industry and
21 market participants and Resolute’s May 2015 letter, the complaint, Cubbage Declaration and
22 Cease and Desist Letter, defendants Greenpeace USA, Skar, Brindis, Moas and Enterprise
23 member Greenpeace Canada, with actual knowledge of the statement’s falsity, continued to
24 misrepresent the suspension or termination of limited FSC certificates as proof of Resolute’s
25 unsustainable forestry practices and forest mismanagement , including in the following
26 publications:

- 27 • March 30, 2015 email from Daniel Brindis to Quad Graphics: which falsely
28 misrepresented that the suspension and termination of limited FSC certificates
 was proof of Resolute’s unsustainable forestry practices;
 • January 2016 Report “Resolute Forest Products: Key Risks And Concerns For
 Investors,” authored by Amy Moas of Greenpeace USA: which falsely
 represented the suspension and termination of limited FSC certificates as evidence

1 that Resolute was not practicing “responsible social and environmental forest
2 management practices”;

- 3 • February 2016 Endangered Forest in the Balance report, authored by Greenpeace
4 Canada;
- 5 • February 2016 Montagnes Blanches Endangered Forest report, authored by
6 Greenpeace Canada; ;
- 7 • April 2016 email from Amy Moas of Greenpeace USA and Shane Moffatt of
8 Greenpeace Canada to Midland Paper;
- 9 • December 16, 2016 letter to Resolute’s customers, jointly written by Amy Moas
10 of Greenpeace USA and Shane Moffatt of Greenpeace Canada.

11 366. In addition, Greenpeace International continued to disseminate these false and
12 malicious representations, including by featuring the following reports on its website:

- 13 • December 12, 2013 blog post “FSC suspends three of Resolute’s certificates,” by
14 Grant Rosoman, Greenpeace International Global Forest Solutions Project
15 Coordinator, falsely representing that the suspension and termination of limited
16 FSC certificates showed that Resolute had bad operations or otherwise
17 unsustainable forestry practices;
- 18 • April 6, 2014 blog post titled “Forest Solutions,” featuring May 2014 report
19 “Forest Solutions: An insider’s look at Greenpeace collaborations in forest
20 regions around the world,” authored by Stephanie Goodwin, in collaboration with
21 Richard Brooks, Catherine Grant, Shane Moffat, Eduardo Sousa, and Nicholas
22 Mainville;
- 23 • May 30, 2017 “Clearcutting Free Speech” Report.

24 367. **Jeopardizing endangered woodland caribou:** As set forth in § 2B2(e)(iv),
25 Resolute demonstrated the falsity of the Enterprise’s allegations that Resolute is jeopardizing or
26 threatening the survival of the woodland caribou including in the following:

- 27 • May 2015 letter from Resolute’s outside counsel to the Board of Directors at
28 Greenpeace USA and Defendant Brindis;
- May 31, 2016 Complaint;
- November 22, 2016 Declaration of Peter Reich; and
- January 12, 2017 Cease and Desist Letter from Resolute’s outside counsel to
Greenpeace USA and those working in concert with them, including Shane
Moffatt and Greenpeace Canada.

368. As named defendants and Enterprise members in the Complaint, Greenpeace
USA, Moas, Brindis, Skar, Greenpeace International and Greenpeace Canada had actual

1 knowledge or constructive knowledge of the falsity of their statements regarding woodland
2 caribou as established in the complaint and the Declaration of Peter Reich.

3 369. Notwithstanding knowledge of the falsity of their statements, defendants
4 Greenpeace USA, Skar, Brindis, Moas and Enterprise member Greenpeace Canada continued to
5 disseminate the false and misleading allegation that Resolute is jeopardizing caribou survival and
6 destroying forests, with actual knowledge of falsity, including in the following publications:

- 7 • July 21, 2015 blog post, “Rite Aid: Still Making the Wrong Choice For Forests,”
8 by Amy Moas: which falsely accuses Resolute of “logging in some of the last
9 ancient forests in Canada still undisturbed by industrial development . . .
10 threaten[ing] wildlife like the woodland caribou . . .”;
- 11 • July 28, 2015 blog post “US Pharmacy Giant Making Wrong Choice For The
12 Boreal Forest,” authored by Moas and published on Greenpeace Canada and
13 Greenpeace International’s webpages: which falsely represented that “For years,
14 Resolute has been needlessly destroying critical habitat of the endangered
15 woodland caribou . . .”
- 16 • August 14, 2015 blog post “Collaboration Is The Key To Sustainability In
17 Canada’s Boreal Forest,” authored by Joanna Kerr of Greenpeace Canada: which
18 falsely represented that a “woodland caribou herd overlapping Resolute-managed
19 Caribou Forest is experiencing excessive disturbance of its habitat”;
- 20 • October 12, 2015 blog post “Maker of Post-It Notes Lives Up To Promise, Begins
21 to Eliminate Destructive Logger from Supply Chain,” authored by Amy Moas of
22 Greenpeace USA: which falsely accused Resolute of “degrading” the “habitat of
23 endangered wildlife, like the Woodland caribou.”
- 24 • January 2016 Report “Resolute Forest Products: Key Risks And Concerns For
25 Investors,” authored by Amy Moas of Greenpeace USA: falsely accusing
26 Resolute of providing “inadequate protection for woodland caribou habitat” and
27 that Resolute “will not do the minimum that the science says is required to protect
28 our forests and the threatened caribou . . .”;
- February 2016 Endangered Forest in the Balance report, authored by Greenpeace
Canada: falsely accusing Resolute of “shortcomings in regards to woodland
caribou habitat protection,” and stating Resolute is unwilling to do “the minimum
that science says is required to protect our forests and the threatened caribou that
call them home”;
- February 2016 Montagnes Blanches Endangered Forest report, authored by
Greenpeace Canada and published on Greenpeace USA’s website: falsely
accusing Resolute of “failure to conserve the threatened woodland caribou”;
- March 2016 letter from Amy Moas of Greenpeace USA to McGraw Hill: falsely
accusing Resolute of “logging unsustainably,” “actively contributing to the loss of
intacts forests and woodland caribou habitat.”
- April 2016 email from Amy Moas of Greenpeace USA and Shane Moffatt of
Greenpeace Canada to Midland Paper: falsely attributing to Resolute the “decline
of the endangered woodland caribou” in the Montagnes Blanches;

- 1 • December 16, 2016 letter to Resolute’s customers, jointly written by Amy Moas
2 of Greenpeace USA and Shane Moffatt of Greenpeace Canada: falsely accusing
3 Resolute of “jeopardizing” woodland caribou “survival” in the Montagnes
4 Blanches and Caribou Forest;
- 5 • The May 2017 Clear Cutting Report, which was authored by defendant Moas and
6 featured prominently on the websites of Greenpeace USA, Greenpeace
7 International, and Greenpeace Canada: falsely stating that “eight of the caribou
8 herd ranges that overlap with Resolute’s operations in Ontario and Quebec have
9 less than the government identified minimum of undisturbed habitat,” and that
10 Resolute is “jeopardizing the species’ chances of survival.”
- 11 • At the June 2017 Book Expo Convention, where defendants Moas, Skar, and
12 Brindis were each observed distributing the false, malicious and misleading
13 Clearcutting Report.
- 14 • August 3, 2017 blog post “11 people with extraordinary power over the future of
15 one threatened species” authored by Amy Moas of Greenpeace USA and
16 published on Greenpeace Canada’s website: “Garneau has overseen the
17 destruction of thousands of hectares of Intact Forest Landscapes within the forests
18 [Resolute] manage in Ontario alone. And Eight of the 10 herds of caribou present
19 within Resolute’s operations have experienced more disturbance to their habitat
20 than government scientists consider viable for the caribou’s survival.”

21 370. **Climate Change:** As set forth in § 2B2(e)(ii), Resolute demonstrated the falsity
22 of the Enterprise’s allegations that Resolute’s harvesting is threatening or aggravating climate
23 change, including in the following:

- 24 • May 31, 2016 Complaint;
- 25 • November 22, 2016 Declaration of Peter Reich; and
- 26 • January 12, 2017 Cease and Desist Letter from Resolute’s outside counsel to
27 Greenpeace USA and those working in concert with them, including Shane
28 Moffatt and Greenpeace Canada.

371. As named defendants and Enterprise members in the Complaint, Greenpeace
USA, Moas, Brindis, Skar, Greenpeace International and Greenpeace Canada had actual
knowledge or constructive knowledge of the falsity of their allegations as outlined in the
Complaint and the Declaration of Peter Reich.

372. Notwithstanding knowledge of the Complaint, the Reich Declaration and the
Cease and Desist Letter, defendants Greenpeace USA, Skar, Brindis, Moas and Enterprise
member Greenpeace Canada continued to disseminate the false allegation that Resolute is
threatening or aggravating climate change, with knowledge of its falsity, including in the
following publications:

- 1 • The May 2017 Clearcutting Report, which was authored by defendant Moas of
2 Greenpeace USA; and
- 3 • At the June 2017 Book Expo Convention, where defendants Moas, Skar, and
4 Brindis were each observed distributing the false, malicious and misleading
5 Clearcutting Report.

6 373. The Clearcutting Report was featured – and continues to be featured --
7 prominently on the websites of Greenpeace USA, Greenpeace Canada and Greenpeace
8 International.

9 374. **Relationships with First Nations:** As set forth in § 2B2(e)(v), Resolute and
10 industry and market participants issued the following public statements correcting the
11 Enterprise’s false statements regarding Resolute’s relationship with First Nations, including the
12 following:

- 13 • April 17, 2014 Letter from Seine River First Nation to Greenpeace Canada
14 refuting the allegations in the Unsustainability Report accusing Resolute of
15 “Infringing Indigenous Rights” and recognizes Resolute’s CEO, Richard Garneau,
16 for “having a vision of the future that recognizes Indigenous Rights and the
17 important role they will play in the future on all resources extraction or non-
18 extraction.”
- 19 • On October 3, 2014, Quebec Forestry Minister Laurent Lessard issued a statement
20 to the press to “set[] the record straight” that conflict with First Nations arose
21 from a complex territorial dispute between the Quebec Government and two First
22 Nations, that Resolute was not a direct party to the dispute and lacked any ability
23 to control or resolve it; and
- 24 • May 31, 2016 Complaint.

25 375. As a putative expert on matters concerning the Canadian Boreal Forest,
26 Greenpeace Canada, along with Greenpeace USA, Daniel Brindis, Amy Moas, Rolf Skar,
27 Greenpeace International and Matthew Daggett, all had actual or constructive knowledge of this
28 publicly available industry information.

376. Moreover, as named defendants and Enterprise members in the Complaint,
Greenpeace USA, Moas, Brindis, Skar, Greenpeace International, Daggett, and Greenpeace
Canada had actual knowledge or constructive knowledge of the falsity of their allegations as
outlined in the Complaint and the Declaration of Peter Reich.

377. Notwithstanding knowledge of the falsity of their statements, defendants
Greenpeace USA, Amy Moas, Daniel Brindis, Rolf Skar, Greenpeace International, and

1 Enterprise member Greenpeace Canada continued to make false statements regarding Resolute's
2 relationship with First Nations, with knowledge of the statements' falsity, including in the
3 following publications:

- 4 • The May 2017 Clearcutting Report, authored by defendant Moas of Greenpeace
5 USA.
- 6 • At the June 2017 Book Expo Convention, where defendants Moas, Skar, and
7 Brindis were each observed distributing the false, malicious and misleading
8 Clearcutting Report.

9 378. The Clearcutting report was featured prominently on the websites of Greenpeace
10 USA, Greenpeace International and Greenpeace Canada.

11 **3. Defendants Have Conceded The Falsity Of Their Claims**

12 379. Evidencing the Greenpeace Defendants' actual knowledge of the falsity of their
13 allegations, when forced to defend their statements, the Enterprise has admitted that their
14 allegations concerning Resolute "do not hew to strict literalism or scientific precision," and are
15 instead only "hyperbole" and "heated rhetoric" that cannot be taken "literally." Indeed,
16 Greenpeace USA, Brindis, Moas, and Skar have conceded that "*RFP did not literally destroy an*
17 *entire forest,*" alleging instead that their statements are "hyperbole," "heated rhetoric," "non-
18 verifiable statements of subjective opinion" that should not be taken "literally" or seriously.
19 Indeed, Greenpeace's own expert has conceded that "in [only] rare cases, boreal logging results
20 in the outright loss of forest." Likewise, ForestEthics and Paglia have conceded that their
21 statements are "describing figurative, rather than literal, destruction," and amount to "mere
22 hyperbole" or "figurative rhetoric."

23 **i. Defendants Have Failed To Retract Knowingly False Allegations.**

24 380. Notwithstanding Defendants' knowledge of the falsity of their statements and
25 plaintiffs' and other market constituents' repeated corrective disclosures as set forth above,
26 defendants have failed to retract their false and misleading allegations, and these
27 misrepresentations continue to be featured on the websites of Greenpeace Canada, Greenpeace
28 USA and Greenpeace International, and the Enterprise continues to solicit donations based on the
false and misleading allegations set forth in those rebutted reports.

1 **4. Additional Inferences Of Actual Malice**

2 **1. Defendants Hold Themselves Out As Experts**

3 381. Enterprise members, including Greenpeace USA, Greenpeace International,
4 Greenpeace Canada, and ForestEthics, as well as those individuals working on their behalf, such
5 as defendants and Enterprise members Skar, Brindis, Moas, Paglia, Mainville and Brooks, held
6 themselves out as experts “who had developed an expertise on matters related to the protection
7 and conservation of Canada’s boreal forests.” Moreover, these defendants and the Enterprise
8 repeatedly claimed that their campaigns, including their “Resolute Forest Destroyer” campaign
9 were based on the “best available science.”

10 382. Defendant Greenpeace USA (comprised of Greenpeace Inc. and Greenpeace
11 Fund) purports to “work with experts, scientists and researchers across the globe to build a deep
12 understanding” of environmental issues. Defendant Greenpeace USA further alleges that its
13 Canadian Boreal Forest campaign is based in the “best available science” and “best available
14 data.”

15 383. Moreover, defendant Greenpeace USA holds out defendants Rolf Skar, Daniel
16 Brindis and Amy Moas, Ph.D, as “issue experts” for the Canadian Boreal Forest. Specifically,
17 Greenpeace USA represents that Skar is as an “expert” who has since 2007 “contributed to
18 international Greenpeace campaigns to stop deforestations, including in the Boreal.” Likewise,
19 Greenpeace USA represents that defendant Brindis is an “expert” whose “portfolio” includes
20 “the Canadian Boreal, and environmental certification schemes like the Forest Stewardship
21 Council.” Finally, Greenpeace USA describes defendant Moas as an “expert” in “deforestation
22 and forest degradation” in the Canadian Boreal using “science-based” campaigns and boasting an
23 academic career dedicated to environmental science and policy. Likewise, defendant
24 Greenpeace Fund touts its “more than 40 year history of campaigning.” Greenpeace Fund claims
25 it “plays a leading role in the international environmental movement combining a passion for
26 transformational change with scientific expertise and decades of experience.” Defendant
27 Greenpeace International similarly touts a “40-year history of campaigns” as putative evidence
28 of its vast knowledge of, and impact on, the environmental movement.

1 “emotionalize” issues with “ALARMIST ARMAGADDONIST FACTOIDS,” there is a strong
2 inference that Greenpeace knew and recklessly disregarded the facts and science in order to
3 sensationalize and emotionalize their campaign.

4 **D. Damages**

5 387. The Enterprise’s campaign has and continues to inflict substantial harm on
6 Resolute in various respects.

7 388. Indeed, in January 2016, Greenpeace published a putative briefing for investors
8 admitting, indeed trumpeting, that the issues it had manufactured during the “Resolute: Forest
9 Destroyer” campaign “are contributing to a loss of market share, loss of social license to operate
10 in the Boreal Forest, reputational damage, and increased costs” to Resolute. Greenpeace’s
11 admission is accurate.

12 389. First, the unrelenting campaign of disinformation has materially harmed
13 Resolute’s brand, reputation, and goodwill in the marketplace, as well as the business,
14 community, and government relationships on which its business depends.

15 390. Second, the unrelenting campaign of disinformation has directly targeted and
16 either impaired or terminated multiple contractual and other customer relationships including,
17 but not limited to, those set forth herein such as 3M, Axel Springer, Best Buy, Georgia Pacific,
18 Kimberly Clark, P&G, Union Bank, Burrows Paper Corporation, and UPM. Greenpeace’s
19 January 2016 release admitted that the loss of Kimberly Clark, 3M, and Axel Springer alone was
20 at least C\$100 million:

21 “The exact financial impact of these reductions and cancellations is
22 not in the public domain but given the estimated contracts of
23 identified customer cancellations and reductions, it is estimated at
24 over C\$100 million.”

25 391. Third, beyond specific contracts and customer relationships that have been lost or
26 impaired as a result of the unrelenting campaign of disinformation, the amount of market share
27 Greenpeace acknowledges Resolute is losing constitutes even greater harm, and it is not harm
28 that is limited merely to products related directly to the Boreal forest. Ascertaining the full scope
of these losses will require discovery.

1 392. Fourth, as Greenpeace notes, Resolute has incurred costs and expenses attempting
2 to address the issues and difficulties the campaign against it has caused, as well as internal
3 resources. These include time and expenses incurred responding to and rebutting the campaign’s
4 disinformation directly with customers, auditors, regulators, and other stakeholders, publicly
5 responding to and rebutting Greenpeace’s public disinformation, and pursuing legal remedies for
6 Greenpeace’s illegal behavior.

7 393. Firth, Resolute has suffered direct monetary damages as a result of the
8 Enterprise’s illegal cyber-attacks, including the costs of defending against, and mitigating the
9 effects of, attempted denials of service, among other damages to be determined at trial.

10 394. The total amount of these damages can only be calculated once the full scope and
11 activities of the Enterprise are revealed.

12 **CAUSES OF ACTION**

13 **COUNT I**

14 **RACKETEERING IN VIOLATION OF RICO, 18 U.S.C. §§ 1962(c)**
15 **(AGAINST ALL DEFENDANTS)**

16 395. Plaintiffs restate paragraphs 1 through 394 above as if fully set forth herein

17 396. At all relevant times, each Defendant is a person within the meaning of 18 U.S.C.
18 § 1961(3).

19 397. Beginning in at least 2012 and continuing through the present (the “Scheme
20 Period”), Defendants and Enterprise members were associated in fact and comprised an
21 “enterprise” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c) willfully and with actual
22 knowledge of the illegality of their actions and those of the enterprise. The Enterprise is engaged
23 in, and its activities affect, interstate and foreign commerce.

24 398. The Enterprise has an existence beyond that which is merely necessary to commit
25 predicate acts and, among other things, oversaw and coordinated the commission of numerous
26 predicate acts on an on-going basis in furtherance of the scheme, each of which caused direct
27 harm to Plaintiffs.

28

1 399. During the Scheme Period, each of the Defendants agreed to and did conduct and
2 participate in the affairs of the Enterprise through a pattern of racketeering activity within the
3 meaning of 18 U.S.C. §§ 1961(1) and (5), and 1962(c). It was the purpose of the Enterprise to
4 create and disseminate false and misleading reports and information concerning Resolute, under
5 the guise of protecting the environment, but in truth, for the unlawful purpose of interfering with
6 Resolute's business and soliciting fraudulent donations from the public at-large. This
7 widespread dissemination scheme was intended to, and did in fact, result in substantial profits for
8 the members of the Enterprise, and caused direct harm to Resolute.

9 400. The Enterprise's racketeering conduct and acts in furtherance of the fraudulent
10 scheme included, but were not limited to the predicate RICO acts of: (a) use of mails and wires
11 in a scheme to defraud Resolute of its confidential business information and business and in
12 violation of 18 U.S.C. §§ 1341 and 1343, as set forth in 18 U.S.C. §§ 1961(1)(B); (b) use of
13 mails and wires in a scheme to defraud donors by targeting and harming Resolute in violation of
14 18 U.S.C. §§ 1341 and 1343; (c) extortion of Resolute and its customers in violation of 18
15 U.S.C. §§ 875-77, 880, and 18 U.S.C. § 1951; (e) computer fraud directed at Resolute's
16 computers and website in violation of 18 U.S.C. § 1030(a)(5) resulting in damage as defined in §
17 1030(c)(4)(A)(i)(II) through (VI); (f) money laundering of illicit proceeds in violation of 18
18 U.S.C. § 1957; and (g) theft of trade secrets in violation of 18 U.S.C. § 1832, which constitute a
19 pattern of racketeering activity pursuant to 18 U.S.C. § 1961(5).

20 **a) Use of mails and wires in furtherance of a scheme to defraud Resolute of its**
21 **critical business and market relationships**

22 401. As set forth in herein, beginning no later than August 2012, defendants and
23 Enterprise Members developed a scheme to fraudulently and intentionally target Resolute with a
24 "brand damaging" campaign and destroy its reputation among its critical market constituents
25 including customers, stakeholders, auditors, certification agencies, trade associations and
26 government regulators. As outlined by defendant Paglia of ForestEthics on behalf of the
27 Enterprise, the Enterprise launched this scheme with the false, malicious, and subsequently
28 retracted lie that Resolute was logging in off-limits areas in violation of the CBFA, and
threatened that if Resolute did not acquiesce to the Enterprise's demands to defer harvesting in

1 vast areas in which it held harvesting rights, Enterprise members Greenpeace Canada,
2 Greenpeace USA, Greenpeace International, Canopy, and ForestEthics would all “work[] on the
3 same team” with the “objective” of “mak[ing] Resolute and its products highly controversial,”
4 by among other things, portraying Resolute as a rogue actor among otherwise compliant
5 companies thereby “positioning Resolute as the most regressive forest products company.” For
6 the next four years and continuing to the present day, ForestEthics, Greenpeace USA,
7 Greenpeace International, Greenpeace Canada and the other Enterprise members made good on
8 the Enterprise’s threats, aggressively pursuing the “Resolute: Forest Destroyer” campaign with
9 ever expanding and increasingly malicious lies disseminated to every important Resolute
10 business constituency. As the operational memorandum predicted, most aggressively targeted
11 were (a) Resolute’s customers to whom the Enterprise made extortive threats to also publicly
12 label them as “forest destroyers” if they continued to do business with Resolute; and (b) the FSC
13 and the certification bodies’ auditors whom the Enterprise contaminated with its disinformation
14 in order to make it impossible for Resolute to maintain its status as the industry’s leader in FSC
15 certifications.

16 402. For the next four years, the Defendants used the mails and wires to execute the
17 scheme to defraud. Each of the Defendants, in furtherance of and for the purpose of executing
18 and attempting to execute this scheme and artifice to defraud Resolute of its critical business
19 relations and confidential business information, on numerous occasions committed acts, used and
20 caused to be used wire communications in interstate and foreign commerce and U.S. mails, by
21 both making and causing to be made wire communications and mailings. These wire
22 communications and mails were made, inter alia, for the purpose of: (i) preparing false and
23 misleading reports concerning Resolute and its customers; (ii) broadly disseminating the false
24 and defamatory reports and other statements through Greenpeace USA’s, Greenpeace
25 International’s, and Greenpeace Canada’s website and other internet platforms, such as Twitter
26 and Facebook; (iii) communicating and coordinating with one another to effectuate the
27 dissemination of false and misleading information necessary to perpetrate the scheme to harm
28 Resolute; (iv) disseminating the false and misleading allegations directly to Resolute’s

1 stakeholders, customers, trade associations, government regulators, and other critical market
2 constituents through email, U.S. mail, and phone; (v) misappropriating proprietary customer,
3 sourcing, and other trade secret information from Resolute and its customers under the guise of
4 aliases; (vi) harassing Resolute's customers with threats to terminate doing business with
5 Resolute or otherwise become a target of the Enterprise's campaign; and (vii) wiring
6 fraudulently obtained funds to sustain the Enterprise's "campaign" against Resolute.

7 403. Defendants committed and participated in these acts willfully and with knowledge
8 of their illegality.

9 404. Each such use of a wire communication and/or mailing in connection with the
10 described scheme constitutes a separate and distinct violation of the RICO statute, by virtue of
11 violating the incorporated federal predicate acts proscribed by 18 U.S.C. §§ 1341 and/or 1343,
12 and each causing direct injury to Resolute's business and property.

13 405. As set forth herein, throughout the scheme period, the Enterprise disseminated
14 falsehoods about Resolute by phone, through electronic mail, and U.S. mail to Resolute's critical
15 business constituents with the intention of misleading these customers about Resolute's business
16 customers and causing these customers to stop doing business with Resolute. While Resolute
17 does not have the full knowledge of the extent of the use of the wires and mails by the Enterprise
18 in furtherance of the scheme, the following charts show some, but not all, of those violations. By
19 way of example only, the Enterprise use the mails and wires to defraud Resolute of the following
20 customers, among others:

21 (a) **Best Buy:** On November 26, 2014, the Enterprise through Amy Moas of
22 Greenpeace USA and Shane Moffat of Greenpeace Canada published "Better Buying In The
23 Boreal Forest" which admonished Best Buy for sourcing from Resolute, which the report falsely
24 misrepresented was a "controversial logging company" that is "an outlier in the Canadian forest
25 sector" because of its "significant degradation of the boreal, destruction of endangered specific
26 habitat, and disputes with indigenous communities." The Report also falsely stated that
27 Resolute "will not do the minimum that science says is necessary to protect our forests" and was
28

1 “not meeting commitments to ensure caribou survive” and had instead “imperiled woodland
2 caribou.”

3 That same day, the Enterprise, through defendant Moas also published “Best Buy Is
4 Wasting Ancient Forests, One Flyer At A Time,” which falsely asserted that “Resolute Forest
5 Products is responsible for the destruction of vast swathes of Canadas Boreal Forest, degrading
6 critical caribou habitat and logging without the consent of impacted First Nations.”

7 Between November 26 to November 28, 2014, the Enterprise used the mails and wires to
8 coordinate and execute a cyber-attack on Best Buy’s website.

9 Within days of the denial of service attack, on December 1, 2014, the Enterprise, through
10 Aspa Tzaras of Greenpeace Canada, escalated its attack by instructing activists to “write a false
11 product review” on Best Buy’s website, resulting in more than 52,000 emails and negative and
12 fake product reviews.

13 (b) **3M**: On April 29, 2014, the Enterprise, through Amy Moas of Greenpeace USA,
14 issued the sensational and false report “Exposed: 3M Sourcing From Forest Destruction” that
15 solicited donations by stating that Greenpeace was “proud to stand with . . . our ally,
16 ForestEthics” and joined their “demand that 3M immediately stops sourcing [products] from
17 forest destroyers” like Resolute and instead source only from “responsible sources.” Associating
18 Resolute and the Canadian Boreal forestry with allegedly highly destructive rainforest and other
19 forestry and industrial development in South America, Asia, and Russia, the report falsely asserts
20 that “logging is the single greatest threat to caribou survival” and “is pushing the woodland
21 caribou to the brink of extinction.” The report was featured on Greenpeace USA’s and
22 Greenpeace Canada’s websites.

23 Between April 2014 and October 2015, Enterprise members continued to target 3M with
24 false lies about Resolute and their harvesting operations in direct emails and via phone.

25 (c) **Hachette**: On December 16, 2016, the Enterprise, through defendant Amy Moas
26 of Greenpeace USA and Shane Moffat of Greenpeace Canada, sent a letter to Hachette Book
27 Group reiterating the knowingly false and rebutted allegations that Resolute is operating in the
28 Montagnes Blanches, is the “driving force” “threaten[ing]” and “jeopardizing” the survival of

1 woodland caribou in Quebec and Ontario, “degrading” and “threaten[ing] Intact Forest
2 Landscapes,” and had FSC certificates either terminated or suspended for “environmental
3 nonconformances” and “Indigenous rights nonconformances.”

4 On May 17, 2017, the Enterprise, through defendant Moas of Greenpeace USA launched
5 a self-proclaimed “worldwide campaign” against several of Resolute’s book publisher
6 customers, including Hachette, with the publication of the false and alarmist Clearcutting Report
7 that falsely and maliciously charged Resolute with: (i) harvesting in the Montagne Blanches; (ii)
8 engaging in “unsustainable” practices; (iii) “threaten[ing]” the survival of woodland caribou in
9 Ontario and Quebec; (iv) causing intact forest landscape loss; and (iv) abandoning its
10 commitment to FSC certification. The report was featured on the websites of Greenpeace USA,
11 Greenpeace Canada and Greenpeace International.

12 (d) **Penguin**: In April 2016, the Enterprise through defendant Amy Moas of
13 Greenpeace USA sent the paper procurement officer at Penguin Random House two putative
14 Greenpeace briefings on the Montagnes Blanches Endangered Forest in northern Quebec which
15 falsely alleged that Resolute is harvesting in the Montagnes Blanches, causing destruction of
16 intact forests and decline of the woodland caribou.

17 Moreover, on December 16, 2016, the Enterprise, through defendant Amy Moas of
18 Greenpeace USA and Shane Moffat of Greenpeace Canada, wrote to Penguin reiterating the
19 knowingly false and rebutted allegations that Resolute is operating in the Montagnes Blanches, is
20 the “driving force” “threaten[ing]” and “jeopardizing” the survival of woodland caribou in
21 Quebec and Ontario, “degrading” and “threaten[ing] Intact Forest Landscapes,” and had FSC
22 certificates either terminated or suspended for “environmental nonconformances” and
23 “Indigenous rights nonconformances.”

24 On May 17, 2017, the Enterprise, through defendant Moas of Greenpeace USA launched
25 a self-proclaimed “worldwide campaign” against several of Resolute’s book publisher
26 customers, including Hachette, with the publication of the false and alarmist Clearcutting Report
27 that falsely and maliciously charged Resolute with: (i) harvesting in the Montagne Blanches; (ii)
28 engaging in “unsustainable” practices; (iii) “threaten[ing]” the survival of woodland caribou in

1 Ontario and Quebec; (iv) causing intact forest landscape loss; and (iv) abandoning its
 2 commitment to FSC certification. The report was featured on the websites of Greenpeace USA,
 3 Greenpeace Canada and Greenpeace International.

4 In the months that followed, Greenpeace has continued to target and pressure Penguin,
 5 both in direct publications and online blog posts, including in an August 3, 2017 blog post
 6 warning that “[t]hese publishers have a choice – keep their heads in the sand or roll up their
 7 sleeves and work with both Resolute and government officials to ensure everyone is doing
 8 everything possible to safeguard Woodland Caribou. Ultimately it comes down to whether or
 9 not publishers will keep their promises to their readers that their books are sustainable and not
 10 harming magnificent forests and threatened species.”

11 Each of the foregoing reports, website publications, emails, phone calls, and other use of
 12 the mails and wires in furtherance of the scheme to defraud constitutes a separate violation of
 13 mail and/or wire fraud.

14 406. In addition to the above enumerated examples, the Enterprise also disseminated
 15 falsehoods about Resolute by phone, through electronic mail, U.S. mail, and posts on social
 16 media platforms such as Twitter and Facebook which resulted in direct injury to Plaintiffs. The
 17 total number of phone calls, e-mails, and mailings, and the identities of all enterprise members is
 18 not yet known, but members of the Enterprise engaged in the following phone calls, e-mails, and
 19 U.S. mailings as set forth in Table A, each constituting a separate mail or wire communication in
 20 furtherance of the fraudulent scheme:

21 **TABLE A**

22 **ADDITIONAL MAIL AND WIRE COMMUNICATIONS**

23 SENDER/CALLE R	RECIPIENT	DATE	SUBJECT	METHO D
24 Greenpeace Canada	Kimberly-Clark	8/21/2012	Accusing Resolute of non-compliance with FSC standards	E-mail
25 Greenpeace	P&G	9/2012	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	U.S. Mail or E-Mail
26 Stephanie Goodwin (Greenpeace Canada), Todd	Axel Springer	9/18/2012	Accusing Resolute of violating the CBFA	E-mail

1	Paglia (ForestEthics), Amanda Carr (Canopy)				
2					
3	Greenpeace Canada	Pearson	9/26/2012	Accusing Resolute of violating the CBFA	Phone
4	Greenpeace	Rona	10/2012	Accusing Resolute of violating the CBFA	E-mail
5	Greenpeace	Sears	10/23/2012	Accusing Resolute of logging in the Montagnes Blanches and Broadback Valley	U.S. Mail or E-mail
6					
7	Greenpeace	P&G	11/2012	Accusing Resolute of non-compliance with FSC standards	U.S. Mail or E-mail
8	Canopy	Hearst	11/29/2012	Accusing Resolute of logging in off limit areas in violation of the CBFA	U.S. Mail or E-mail or Phone
9					
10	Greenpeace Canada	Pearson	12/3/2012	Accusing Resolute of violating in off limits areas in violation of the CBFA	U.S. Mail or E-mail
11					
12	Greenpeace Canada	Sears	12/6/2012	Accusing Resolute of violating in off limits areas in violation of the CBFA	U.S. Mail or E-mail
13					
14	Rolf Skar (Greenpeace USA)	Hearst	12/7/2012	Accusing Resolute of logging in off limit areas in violation of the CBFA	E-mail
15					
16	Greenpeace Canada	Kimberly-Clark	12/7/2012	Accusing Resolute of logging in off limit areas in violation of the CBFA and transmitting "evidence we collected"	U.S. Mail or E-mail
17					
18	Andisheh Beiki and Catherine Grant (Greenpeace Canada)	Lowes Companies, Inc.	1/2013	Accusing Resolute of logging in off limit areas in violation of the CBFA and transmitting the "Boreal Alarm" Report accusing Resolute of harvesting in the Montagnes Blanches	Phone
19					
20	Andisheh Beiki and Catherine Grant (Greenpeace Canada)	Harlequin Enterprise	1/17/2013	Accusing Resolute of logging in off limit areas in violation of the CBFA and transmitting the "Boreal Alarm" Report accusing	E-mail
21					
22					
23					
24					
25					
26					
27					
28					

			Resolute of harvesting in the Montagnes Blanches	
Greenpeace	Sappi	1/21/2013	Transmitting "Boreal Alarm" report accusing Resolute of harvesting in the Montagnes Blanches and logging in off-limits areas in violation of the CBFA	E-mail
Daniel Brindis (Greenpeace USA) and Catherine Grant (Greenpeace Canada)	Hearst	1/22/2013	Accusing Resolute of logging in off limit areas in violation of the CBFA	Phone
Daniel Brindis (Greenpeace USA) and Catherine Grant (Greenpeace Canada)	Hearst	1/22/2013	Accusing Resolute of logging in off limit areas in violation of the CBFA and transmitting "Boreal Alarm" Report accusing Resolute of harvesting in the Montagnes Blanches	E-mail
Andisheh Beiki and Catherine Grant (Greenpeace Canada)	Lowes Companies, Inc.	1/22/2013	Accusing Resolute of logging in off limit areas in violation of the CBFA and transmitting "Boreal Alarm" Report accusing Resolute of harvesting in the Montagnes Blanches	E-mail
Andisheh Beiki and Catherine Grant (Greenpeace Canada)	Unisource	1/22/2013	Accusing Resolute of logging in off limit areas in violation of the CBFA and transmitting "Boreal Alarm" Report accusing Resolute of harvesting in the Montagnes Blanches	E-mail
Greenpeace	Scholastic	1/24/2013	Accusing Resolute of logging in off limit areas in violation of the CBFA and transmitting "Boreal Alarm" Report accusing Resolute of harvesting in the Montagnes Blanches	U.S. Mail or E-mail
Greenpeace	Axel Springer	1/28/2013	Accusing Resolute of logging in off limit areas in violation of the CBFA	U.S. Mail or E-mail

1	Greenpeace	WAZ	1/28/2013	Transmitting video accusing Resolute of logging in off limit areas in violation of the CBFA	E-mail
2					
3					
4	Greenpeace	Verso	2/13/2013	Accusing Resolute of harvesting in the Montagnes Blanches and Broadback Valley	E-mail
5					
6	Greenpeace	Bauer Publishing	2/15/2013	Accusing Resolute of harvesting in the Montagnes Blanches and Broadback Valley	U.S. Mail or E-mail
7					
8	Daniel Brindis (Greenpeace USA) and Catharine Grant (Greenpeace Canada)	TC Transcontinental	3/28/2013	Accusing Resolute of harvesting in the Montagnes Blanches, Broadback Valley, and Trout Lake-Caribou and threatening the survival of woodland caribou	U.S. Mail or E-mail
9					
10					
11					
12	Daniel Brindis (Greenpeace USA) and Catharine Grant (Greenpeace Canada)	Verso	3/28/2013	Accusing Resolute of harvesting in the Montagnes Blanches, Broadback Valley, and Trout Lake-Caribou and threatening the survival of woodland caribou	U.S. Mail or E-mail
13					
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17	Daniel Brindis (Greenpeace USA) and Catharine Grant (Greenpeace Canada)	Monadnock	3/28/2013	Accusing Resolute of harvesting in the Montagnes Blanches, Broadback Valley, and Trout Lake-Caribou and threatening the survival of woodland caribou	U.S. Mail or E-mail
18					
19					
20					
21	Shane Moffatt (Greenpeace Canada)	Unisource	4/23/2013	Accusing Resolute of harvesting in the Montagnes Blanches, Broadback Valley, and Trout Lake-Caribou and threatening the survival of woodland caribou	U.S. Mail or E-mail
22					
23					
24					
25	Catharine Grant (Greenpeace Canada)	Wausau Paper	5/15/2013	Transmitting "Resolute False Promises - the [Un]sustainability Report" accusing Resolute of logging in the Montagnes Blanches, Broadback Valley, and Trout Lake-	E-mail
26					
27					
28					

			Caribou and endangering the woodland caribou	
Catharine Grant (Greenpeace Canada)	Lowes Companies, Inc.	5/15/2013	Transmitting "Resolute False Promises - the [Un]sustainability Report" accusing Resolute of logging in the Montagnes Blanches, Broadback Valley, and Trout Lake-Caribou and endangering the woodland caribou	E-mail
Daniel Brindis (Greenpeace USA)	Pro Build	5/16/2013	Transmitting "Resolute False Promises - the [Un]sustainability Report" accusing Resolute of logging in the Montagnes Blanches, Broadback Valley, and Trout Lake-Caribou and endangering the woodland caribou	E-mail
Greenpeace	Unisource Worldwide	5/31/2013	Transmitting "Resolute False Promises - the [Un]sustainability Report" accusing Resolute of logging in the Montagnes Blanches, Broadback Valley, and Trout Lake-Caribou and endangering the woodland caribou	U.S. Mail or E-mail
Greenpeace	Local Search Association, Dex Media	6/2013	Accusing Resolute of forest destruction and degradation in Canada's Boreal Forest, logging in the Montagnes Blanches, Broadback Valley, and Trout Lake-Caribou, endangering woodland caribou, and logging without the consent of First Nations	Phone
Greenpeace	Office Depot	6/2013	Accusing Resolute of harvesting from the Montagnes Blanches, Broadback Valley, and Trout Lake-Caribou	U.S. Mail or E-mail

1 2 3 4 5 6	Richard Brooks (Greenpeace Canada)	Hearst	6/14/2013	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest, , endangering woodland caribou, harvesting from Montagnes Blanches, and logging without consent from First Nations	E-mail
7 8 9 10 11 12	Greenpeace	Twin Rivers Paper	7/2013	Transmitting “Resolute False Promises - the [Un]sustainability Report” accusing Resolute of logging in the Montagnes Blanches, Broadback Valley, and Trout Lake- Caribou and endangering the woodland caribou	U.S. Mail or E-mail
13 14 15 16 17 18 19	Daniel Brindis (Greenpeace USA) and Shane Moffatt (Greenpeace Canada)	Perfection Press, Inc.	8/27/2013	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest, disputes with Indigenous communities, aggravating climate change, and harvesting from the Montagnes Blanches, and linking to the “Boreal Alarm” and “Unsustainability” Reports	U.S. Mail or E-mail
20 21 22 23 24 25 26 27	Daniel Brindis (Greenpeace USA)	F.P. Horak	8/27/2013	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest, disputes with Indigenous communities, aggravating climate change, and harvesting from the Montagnes Blanches, and linking to the “Boreal Alarm” and “Unsustainability” Reports	U.S. Mail or E-mail
28	Greenpeace	Pearson	9/3/2013	Accusing Resolute of Violating the CBFA	U.S. Mail or E-mail

1	Greenpeace	Pearson	9/4/2013	Transmitting Boreal Alarm report accusing Resolute of harvesting in the Montagnes Blanches	U.S. Mail or E-mail
2					
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4	Daniel Brindis (Greenpeace USA)	Canon USA	9/12/2013	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest, disputes with Indigenous communities, aggravating climate change, and harvesting from the Montagnes Blanches, and linking to the "Boreal Alarm" and "Unsustainability" Reports	U.S. Mail or E-mail
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11	Greenpeace Canada	Pearson	9/26/2013	Accusing Resolute of Violating the CBFA	Phone
12					
13	Oliver Salge (Greenpeace Germany)	European Newspaper Publisher's Association	11/21/2013	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest, disputes with Indigenous communities, and harvesting from the Montagnes Blanches and Trout Lake-Caribou, and linking to the "Unsustainability" Report	E-mail
14					
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19	Greenpeace	UPM	12/3/2013	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	Phone
20					
21	Richard Brooks (Greenpeace Canada)	Lowes Companies, Inc.	12/12/2013	False allegations re FSC suspensions	E-mail
22					
23	Shane Moffatt (Greenpeace Canada)	Unisource	12/12/2013	False allegations re FSC suspensions	E-mail
24					
25	Marcus Ginder (Canopy)	Quad Graphics	12/12/2013	False allegations re FSC suspensions	E-mail
26	Greenpeace	Office Depot	12/12/2013	False allegations re FSC suspensions	U.S. Mail or E-mail
27	Joanna Kerr (Greenpeace Canada)	Seaman Paper	1/9/2014	Accusing Resolute of unsustainable operations in the Canadian Boreal forest, disputes with	U.S. Mail or E-Mail
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			Indigenous First Nations communities, operating in Montagnes Blanches and Trout Lake-Caribou, and threatening woodland caribou	
Joanna Kerr (Greenpeace Canada)	Clearwater Paper	1/9/2014	Accusing Resolute of unsustainable operations in the Canadian Boreal forest, disputes with Indigenous First Nations communities, operating in Montagnes Blanches and Trout Lake-Caribou, and threatening woodland caribou	U.S. Mail or E-mail
Joanna Kerr (Greenpeace Canada)	TC Transcontinental customer	1/9/2014	Accusing Resolute of unsustainable operations in the Canadian Boreal forest, disputes with Indigenous First Nations communities, operating in Montagnes Blanches and Trout Lake-Caribou, and threatening woodland caribou	U.S. Mail or Email
Greenpeace	Boise Cascade	1/23/2014	Accusing Resolute of unsustainable operations in the Canadian Boreal forest	Phone
Catherine Grant (Greenpeace Canada)	Penguin Random House	1/23/2014	False allegations re FSC certificates	E-mail
Greenpeace	John Wiley & Sons	1/27/2014	False allegations re FSC certificates	U.S. Mail or E-mail
Stephanie Goodwin (Greenpeace Canada)	Flambeau River Papers	1/27/2014	Accusing Resolute of unsustainable operations in the Canadian Boreal forest, threatening woodland caribou, disputes with Indigenous First Nations, and operating in Broadback Valley	U.S. Mail or E-mail

1	Greenpeace	Best Buy	2/2014	Accusing Resolute of unsustainable operations in the Canadian Boreal forest	U.S. Mail or E-mail
2					
3	Greenpeace	Tribune Company	2/2014	Accusing Resolute of unsustainable operations in the Canadian Boreal forest	U.S. Mail or E-mail
4					
5	Richard Brooks (Greenpeace Canada)	P&G	2/2014	Accusing Resolute of unsustainable operations in the Canadian Boreal forest	U.S. Mail or E-mail
6					
7	Joanna Kerr (Greenpeace Canada)	Twin River Papers	2/8/2014	Accusing Resolute of destructive logging operations in Canadian Boreal Forest, threatening woodland caribou, disputes with Indigenous communities, logging in Montagnes Blanches and Trout Lake-Caribou	U.S. Mail or E-mail
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12					
13	Stephanie Goodwin (Greenpeace Canada)	Pro Build	3/2014	Accusing Resolute of logging in Montagnes Blanches, Broadback Valley, and Trout Lake-Caribou	Phone
14					
15					
16	Greenpeace	UPM	3/2014	Accusing Resolute of unsustainable operations in the Canadian Boreal forest	U.S. Mail or E-mail or Phone
17					
18	Catherine Grant (Greenpeace Canada)	Wausau Paper	3/19/2014	Accusing Resolute of logging in First Nations' territory without consent, destroying critical caribou habitat, logging in the Montagnes Blanches	E-mail
19					
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22	Hilde Stroot (Greenpeace Nederland) and Oliver Salge (Greenpeace Germany)	Wegener Media	4/3/2014	Accusing Resolute of unsustainable operations in the Canadian Boreal forest, threatening woodland caribou, disputes with Indigenous First Nations, and operating in Montagnes Blanches and Trout Lake-Caribou, and FSC failings	U.S. Mail or E-mail
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1 2 3 4 5 6 7 8	Stephanie Goodwin (Greenpeace Canada)	Flambeau River Paper	4/4/2014	Transmitting "Forest Solutions - Collaborations with Greenpeace from around the world" accusing Resolute of logging in the Montagnes Blanches and Trout Lake- Caribou, destroying woodland caribou habitat, logging without the consent of First Nations, and FSC failings	U.S. Mail or E-mail
9 10 11 12 13 14 15 16	Richard Brooks (Greenpeace Canada)	Krueger	4/14/2014	Transmitting link to "Forest Solutions - Collaborations with Greenpeace from around the world" accusing Resolute of logging in the Montagnes Blanches and Trout Lake- Caribou, destroying woodland caribou habitat, logging without the consent of First Nations, and FSC failings	E-mail
17	Greenpeace	Loblaw	4/24/2014	False allegations re FSC suspensions	U.S. Mail or E-mail
18 19 20 21 22 23	Greenpeace	SCA Hygiene Products	5/13/2014	Transmitting "FSC at Risk: Resolute Forest Management" report accusing Resolute of threatening woodland caribou, disputes with First Nations, logging in the Montagnes Blanches, and FSC failings	U.S Mail or E-mail
24 25 26 27 28	Greenpeace	Scholastic	5/20/2014	Transmitting "FSC at Risk: Resolute Forest Management" report accusing Resolute of threatening woodland caribou, disputes with First Nations, logging in the Montagnes Blanches, and FSC failings	U.S Mail or E-mail

1	Amy Moas (Greenpeace USA)	Midland Paper	5/20/2014	Accusing Resolute of “destructive reign” in the Canadian Boreal Forest	E-mail
2					
3	Stephanie Goodwin (Greenpeace Canada)	Quad Graphics	5/22/2014	False allegations re FSC suspensions	E-mail
4					
5	John Sauven (Greenpeace UK)	Guardian	7/15/2014	Accusing Resolute of unsustainable operations in the Canadian Boreal forest, threatening woodland caribou, disputes with Indigenous First Nations, and operating in “Endangered Forests,” and FSC failings	E-mail
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11	Shane Moffatt (Greenpeace Canada)	Flambeau River Papers	9/23/2014	Linking to “Boreal Alarm” report accusing Resolute of logging in the Montagnes Blanches, Broadback Valley, Trout Lake Caribou	U.S. Mail or E-mail
12					
13					
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15	Greenpeace	Express Newspapers	2/2015	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	U.S. Mail or E-mail
16					
17	Greenpeace	News International	2/ 2015	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	U.S. Mail or E-mail
18					
19	Pat Venditti (Greenpeace UK)	DMG Media	2/2/2015	Accusing Resolute of forest destruction and degradation in the Canadian Boreal Forest, FSC failings, threatening woodland caribou, disputes with First Nations; transmitting “Better Buying in the Boreal” report accusing Resolute of being an outlier company degrading the Boreal and imperiling the woodland caribou	U.S. Mail or E-mail
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27	Pat Venditti (Greenpeace UK)	News UK	2/2/2015	Accusing Resolute of forest destruction and degradation in the Canadian Boreal	U.S. Mail or E-mail
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			Forest, FSC failings, threatening woodland caribou, disputes with First Nations; transmitting "Better Buying in the Boreal" report accusing Resolute of being an outlier company degrading the Boreal and imperiling the woodland caribou	
Pat Venditti (Greenpeace UK)	Northern & Shell	2/2/2015	Accusing Resolute of forest destruction and degradation in the Canadian Boreal Forest, FSC failings, threatening woodland caribou, disputes with First Nations; transmitting "Better Buying in the Boreal" report accusing Resolute of being an outlier company degrading the Boreal and imperiling the woodland caribou	U.S. Mail or E-mail
Pat Venditti (Greenpeace UK)	Trinity Mirror Plc	2/2/2015	Accusing Resolute of forest destruction and degradation in the Canadian Boreal Forest, FSC failings, threatening woodland caribou, disputes with First Nations; transmitting "Better Buying in the Boreal" report accusing Resolute of being an outlier company degrading the Boreal and imperiling the woodland caribou	U.S. Mail or E-mail
Greenpeace	Bed Bath & Beyond	2/2/2015	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	U.S. Mail or E-mail
Amy Moas (Greenpeace USA) and Shane Moffatt (Greenpeace Canada)	Midland Paper	2/26/2015	False allegations re FSC suspensions and transmitting link to "Better Buying in the Boreal" report accusing	E-mail

			Resolute of being an outlier company degrading the Boreal and imperiling the woodland caribou		
1					
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4	Amy Moas (Greenpeace USA) and Shane Moffatt (Greenpeace Canada)	HarperCollins	2/26/2015	False allegations re FSC suspensions and transmitting link to "Better Buying in the Boreal" report accusing Resolute of being an outlier company degrading the Boreal and imperiling the woodland caribou	E-mail
5					
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9	Daniel Brindis (Greenpeace USA)	Quad Graphics	3/30/2015	Accusing Resolute of forest destruction and degradation in the Canadian Boreal Forest and FSC failings	E-mail
10					
11					
12	Greenpeace USA	Rite Aid	4/11/2015	Accusing Resolute of destroying the Boreal and endangering woodland caribou	E-mail
13					
14	Daniel Brindis (Greenpeace USA)	Resolute customer	4/14/2016	Transmitting "Better Buying in the Boreal" report accusing Resolute of being an outlier company degrading the Boreal and imperiling the woodland caribou	E-mail
15					
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18	Richard George (Greenpeace UK)	European Newspaper Publishers Association	5/13/2015	False allegations re FSC suspensions	U.S. Mail or E-mail
19					
20	Christiane Mazetti (Greenpeace Brazil)	Folha	8/2015	Accusing Resolute of forest destruction and degradation in Canada's Boreal forest, FSC failings, jeopardizing woodland caribou, disputes with Indigenous First Nations, and transmitting "Better Buying in the Boreal" report accusing Resolute of being an outlier company degrading the Boreal and imperiling the woodland caribou	E-mail
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1	Amy Moas (Greenpeace USA)	McGraw Hill	3/23/2016	Transmitting Montagnes Blanches Reports accusing Resolute of logging in Montagnes Blanches, endangering woodland caribou, and FSC failings	U.S. Mail or Email
2					
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4					
5	Amy Moas (Greenpeace USA) and Shane Moffatt (Greenpeace Canada)	Penguin Random House	4/2016	Transmitting Montagnes Blanches Reports accusing Resolute of logging in Montagnes Blanches, endangering woodland caribou, and FSC failings	E-mail
6					
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9					
10	Amy Moas (Greenpeace USA) and Shane Moffatt (Greenpeace Canada)	HarperCollins	4/2016	Transmitting Montagnes Blanches Reports accusing Resolute of logging in Montagnes Blanches, endangering woodland caribou, and FSC failings	E-mail
11					
12					
13					
14	Amy Moas (Greenpeace USA) and Shane Moffatt (Greenpeace Canada)	Midland Paper	4/19/2016	Transmitting Montagnes Blanches Reports accusing Resolute of logging in Montagnes Blanches, endangering woodland caribou, and FSC failings	E-mail
15					
16					
17					
18	Amy Moas (Greenpeace USA) and Shane Moffatt (Greenpeace Canada)	Macmillan; Holtzbrinck Publishing Group	12/16/2016	Accusing Resolute of harvesting in the Montagnes Blanches, degrading and threatening intact forest landscapes, and threatening and jeopardizing the survival of woodland caribou	U.S. Mail or E-mail
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22					
23	Amy Moas (Greenpeace USA) and Shane Moffatt (Greenpeace Canada)	Penguin Random House	12/16/2016	Accusing Resolute of harvesting in the Montagnes Blanches, degrading and threatening intact forest landscapes, and threatening and jeopardizing the survival of woodland caribou	U.S. Mail or E-mail
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1 2 3 4 5 6	Amy Moas (Greenpeace USA) and Shane Moffatt (Greenpeace Canada)	Hachette Book Group	12/16/2016	Accusing Resolute of harvesting in the Montagnes Blanches, degrading and threatening intact forest landscapes, and threatening and jeopardizing the survival of woodland caribou	U.S. Mail or E-mail
7 8 9 10 11	Amy Moas (Greenpeace USA) and Shane Moffatt (Greenpeace Canada)	Scholastic	12/16/2016	Accusing Resolute of harvesting in the Montagnes Blanches, degrading and threatening intact forest landscapes, and threatening and jeopardizing the survival of woodland caribou	U.S. Mail or E-mail
12 13 14 15 16	Amy Moas (Greenpeace USA) and Shane Moffatt (Greenpeace Canada)	Harper Collins UK	2/2017	Accusing Resolute of harvesting in the Montagnes Blanches, degrading and threatening intact forest landscapes, and threatening and jeopardizing the survival of woodland caribou	U.S. Mail or E-mail
17 18 19	Amy Moas (Greenpeace USA)	Simon & Schuster	6/8/2017	Accusing Resolute of unsustainable operations in the Canadian Boreal Forest	U.S. Mail or E-Mail

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407. Moreover, Greenpeace authored and published numerous reports and other Resolute-related updates and blog posts as set forth in Table B on their website, which misled Resolute's customers and resulted in lost business and other interferences with Resolute's business relationships and contractual relationships. Moreover, communications with Resolute's customers frequently linked or attached these false and misleading publications. Each publication constitutes a separate fraudulent wire communication:

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TABLE B

GREENPEACE PUBLICATIONS			
TITLE	AUTHOR	DATE	WEBSITE

1	Consuming The Boreal Forest: The Chain Of Destruction From Logging Companies To Consumers	Greenpeace Canada	8//2007	Greenpeace Canada Greenpeace USA
2				
3	Crisis In Our Forests: A Case Study Of AbitibiBowater's Irresponsible Forestry In The English River Forest	Kim Fry, Richard Brooks, Dave Pearce, Melissa Filion (Greenpeace Canada)	11/2009	Greenpeace Canada
4				
5	Stop Logging in endangered forest areas	Greenpeace Canada	11/26/2012	Greenpeace Canada
6	Exposed: Resolute Forest Products Breaks Historic Environmental Agreement	Greenpeace Canada	12/6/2012	Greenpeace Canada
7				
8	Scandal in the Boreal Forest	Greenpeace Canada	12/6/2012	Greenpeace Canada
9	Backgrounder: Resolute Forest Products Violate Canadian Boreal Forest Agreement With Logging Activity In Off-Limit Areas	Greenpeace Canada	12/6/2012	Greenpeace Canada
10				
11	It's over Resolute Forest Products	Bruce Cox (Greenpeace Canada)	12/11/2012	Greenpeace Canada
12				
13	Boreal Alarm: A Wakeup Call For Action In Canada's Endangered Forests	Catharine Grant, Nicolas Mainville, Freya Putt, Richard Brooks, Shane Moffatt, Holly Postlethwaite, Stephanie Goodwin (Greenpeace Canada) along with Greenpeace USA	1/16/2013	Greenpeace USA Greenpeace Canada
14				
15				
16	Greenpeace calls for halt on logging in five key areas in the Boreal Forest	Greenpeace Canada	1/16/2016	Greenpeace Canada
17				
18	Resolute Forest Products fails to deliver on sustainability	Greenpeace Canada	1/17/2013	Greenpeace Canada
19	Quebec's Boreal Forest: Unions, Government and Greenpeace Talk Solutions	Nicolas Mainville (Greenpeace Canada)	1/17/2013	Greenpeace Canada
20				
21	Greenpeace Calls For A Halt On Logging In Five Key Areas In The Boreal Forest	Cassady Craighill (Greenpeace USA)	1/22/2013	Greenpeace USA
22				
23	Formal Complaints: Resolute's Forest Stewardship Council (FSC) certificates in Ontario and Quebec	Greenpeace Canada	3/25/2013	Greenpeace Canada
24	Ridiculous Tax Break Sought By Resolute In The Boreal Forest	Richard Brooks (Greenpeace Canada)	4/10/2013	Greenpeace Canada
25	Resolute's False Promises: The [Un]sustainability Report 2013	Richard Brooks, Shane Moffatt	5/15/2013	http://www.greenpeace.org/canada/resolutefalsepromises/
26	Buyer Beware, Resolute Forest Products' Sustainability Falls Flat, Report Reveals	Greenpeace Canada	5/15/2013	Greenpeace Canada
27				
28	Resolute's Green Marketing Won't Cut It	Shane Moffatt (Greenpeace Canada)	5/16/2013	Greenpeace Canada

1	Resolute Forest Products' Deceit Leads To Collapse Of Boreal Agreement	Greenpeace Canada	5/21/2013	Greenpeace Canada
2	Resolute's lawsuit for \$7 million aims to silence criticism	Greenpeace Canada	6/20/2013	Greenpeace Canada
3	FSC AT RISK: Canada's Resolute Forest Products: Opening FSC To Controversial 'Controlled Wood' Sources	Greenpeace International	8/29/2013	Greenpeace International
4	Resolute's Flawed 'Controlled Wood' Threatens FSC's Credibility	Catharine Grant (Greenpeace Canada)	8/29/2013	Greenpeace Canada Greenpeace USA
5	Woodland Caribou Aren't The Only Ones In Trouble!	Catharine Grant (Greenpeace Canada)	10/3/2013	Greenpeace Canada
6	ForestEthics Defends An Endangered Forest In Ontario	Catharine Grant (Greenpeace Canada)	10/10/2013	Greenpeace Canada
7	Sustainability Requires Action, Not Words	Shane Moffatt (Greenpeace Canada)	10/10/2013	Greenpeace Canada
8	FSC Suspends Three Certificates Operated By Logging Giant Resolute	Grant Rosoman (Greenpeace International)	12/12/2013	Greenpeace International Greenpeace USA
9	Canada's Largest Logging Company Resolute Loses Three Sustainability Certificates, Proving Forest Mismanaged	Richard Brooks (Greenpeace Canada)	12/12/2013	Greenpeace Canada
10	It's Not Our Fault That We Lost Our Green Label' Says Resolute	Richard Brooks (Greenpeace Canada)	12/15/2013	Greenpeace Canada
11	It's Not Our Fault That We Lost Our Green Label' Says Logging Giant Resolute	Daniel Brindis (Greenpeace USA)	12/16/2013	Greenpeace USA
12	The Guardian Tree: Where art and the forest come together	Richard Brooks (Greenpeace Canada)	2/12/2014	Greenpeace Canada
13	Forest Solutions: An Insider's Look At Greenpeace Collaborations In Forest Regions Around The World	Stephanie Goodwin (Greenpeace Canada)	3/1/2014	Greenpeace Canada Greenpeace International
14	Message To Resolute: You Can Collaborate With Us. Others Have	Richard Brooks (Greenpeace Canada)	3/17/2014	Greenpeace Canada
15	Mount Royal Cross Transformed Into Scales Of Justice: Greenpeace Protests The Reckless Destruction Of Canada's Boreal Forest	Greenpeace Canada	3/18/2014	Greenpeace Canada
16	What Environmentalists Do	Stephanie Goodwin	4/3/2014	Greenpeace Canada
17	FSC AT RISK: Resolute Forest Management: FSC Must Do More To Protect Intact Forests, Species At Risk And Indigenous Rights In Canada	Greenpeace International	5/2014	Greenpeace International
18	Mr. Garneau, Will You Be Part Of The Solution? 60,000 Citizens Stand For Forests	Greenpeace Canada	5/22/2014	Greenpeace Canada
19	Ignoring Boreal Forests Could Speed Up Global Warming	Shane Moffatt (Greenpeace Canada)	6/5/2014	Greenpeace Canada
20	Greenpeace At Resolute's AGM: Will Richard Garneau Be Part Of The Solution	Nicolas Mainville (Greenpeace Canada)	5/23/2014	Greenpeace Canada

1	Resolute's Transparency Crisis Over Its Operations In Canada's Forests	Nicolas Mainville (Greenpeace Canada)	6/12/2014	Greenpeace Canada
2	Ontario Nature Shines A Spotlight On Caribou Forest	Shane Moffatt (Greenpeace Canada)	9/15/2014	Greenpeace Canada
3	Field Visit To Atikamekw: The Devastation Of The Logging Industry Has Lasted Too Long	Nicolas Mainville (Greenpeace Canada)	9/26/2014	Greenpeace Canada
4	Better Buying In The Boreal Forest	Shane Moffatt (Greenpeace Canada), along with Amy Moas (Greenpeace USA)	11/2014	Greenpeace Canada
5	Best Buy Is Wasting Ancient Forests, One Flyer At A Time	Amy Moas	11/26/2014	Greenpeace USA
6	Electronics Giant Best Buy Wasting Boreal Forest One Flyer At A Time: Greenpeace Report	Greenpeace Canada	11/26/2014	Greenpeace Canada
7	Help Best Buy Get Out Of Ancient Forests	Shane Moffatt (Greenpeace Canada)	11/26/2014	Greenpeace Canada
8	Best Buy Does Better For Canada's Forests, Commits To Sustainable Paper	Greenpeace Canada	12/9/2014	Greenpeace Canada
9	For Workers And For Our Public Forests, Resolute Must Work To Regain Its FSC Certificates	Richard Brooks (Greenpeace Canada)	12/18/2014	Greenpeace Canada
10	Who's Been Naughty And Who's Been Nice To The Planet This Year	Joanna Kerr (Greenpeace Canada)	12/22/2014	Greenpeace Canada
11	Will You Stand For The Boreal Forest?	Cristiana De Lia (Greenpeace Canada)	2/17/2015	Greenpeace International
12	Posted: Good News for Forests!	Rolf Skar (Greenpeace USA)	3/6/2015	Greenpeace International
13	FSC International Calls Out Resolute Forest Products' Leadership, Asks For An Immediate Change In Approach	Nicolas Mainville (Greenpeace Canada)	3/16/2015	Greenpeace Canada
14	Rite Aid Making The Wrong Choice For Ancient Forests	Daniel Brindis (Greenpeace USA)	4/15/2015	Greenpeace USA
15	How Rite Aid And Other Customers Of Boreal Forest Products Can Support Real Solutions	Daniel Brindis (Greenpeace USA)	4/17/2015	Greenpeace USA
16	Join Our Thunderclap: Say It Loud For Real Solutions In The Boreal Forest	Daniel Brindis (Greenpeace USA)	5/22/2015	Greenpeace USA
17	Chief Forester Of Quebec Issues Alarming Report On Future Of Caribou	Nicolas Mainville (Greenpeace Canada)	5/29/2015	Greenpeace Canada
18	What Did 10,000 Tweets Say To Resolute Forest Products?	Richard Brooks (Greenpeace Canada)	6/1/2015	Greenpeace USA
19	Ban On Logging: Cree First Nation More Committed Than Ever To Protect Their Last Intact Forests	Nicolas Mainville (Greenpeace Canada)	7/14/2015	Greenpeace Canada
20	Rite Aid: Still Making The Wrong Choice For Forests	Amy Moas (Greenpeace USA)	7/21/2015	Greenpeace USA
21	US Pharmacy Giant Rite Aid Is Destroying Canada's Boreal Forest	Amy Moas (Greenpeace USA)	7/21/2015	Greenpeace Canada
22	Why Forests Are Critical For Public Health	Amy Moas (Greenpeace USA)	7/25/2015	Greenpeace USA
23	US pharmacy Giant Making Wrong Choice For The Boreal Forest	Amy Moas (Greenpeace USA)	7/29/2015	Greenpeace International
24				

1	Collaboration Is The Key To Sustainability In Canada's Boreal Forest	Joanna Kerr (Greenpeace Canada)	8/28/2015	Greenpeace USA
2	Maker of Post-It Notes Lives Up To Promise, Begins To Eliminate Destructive Logger from Supply Chain	Amy Moas (Greenpeace USA)	10/12/2015	Greenpeace USA
3	Protecting Intact Forests & FSC's Motion 65: Getting The Facts Straight	Greenpeace Canada	12/15/2015	Greenpeace Canada
4	Resolute Forest Products: Key Risks And Concerns For Investors	Amy Moas (Greenpeace USA)	1/2016	n/a
5	Axing The Broadback? Strong Opposition To The Logging Industry At The COMEX Public Hearings	Nicolas Mainville (Greenpeace Canada)	1/21/2016	Greenpeace Canada
6	Certification Update February 2016 - Montagnes Blanches Endangered Forest	Greenpeace Canada	2/2016	Greenpeace USA
7	Endangered Forests in the Balance - The impact of logging reaches new heights in the Montagnes Blanches Endangered Forest - Updated February 2016:	Greenpeace Canada	2/2016	Greenpeace Canada
8	A Good Reputation Takes Work Not Forest Destruction	Richard Brooks (Greenpeace Canada)	3/24/2016	Greenpeace Canada
9	Boreal Forest: The Facts	Greenpeace Canada	3/27/2016	Greenpeace Canada
10	Clearcutting Free Speech: How Resolute Forest Products Is Going To Extremes To Silence Critics of Its Controversial Logging Practices	Amy Moas (Greenpeace USA)	5/2017	Greenpeace International Greenpeace USA Greenpeace Canada
11	What happened when we demanded that publishers hear the voices of 500,000 of you	Amy Moas (Greenpeace USA)	6/19/2017	Greenpeace International
12	11 People With Extraordinary Power Over the Future of One Threatened Species	Amy Moas (Greenpeace USA)	8/4/2017	Greenpeace Canada Greenpeace USA
13	HarperCollins, Forest Destruction, and Free Speech	Amy Moas (Greenpeace USA)	9/1/2014	Greenpeace USA
14	Resolute: Forest Destroyer	Greenpeace Canada	Undated	Greenpeace Canada
15	Boreal Forests	Greenpeace USA	Undated	Greenpeace USA
16	#STAND FOR FORESTS	Greenpeace	Undated	Greenpeace
17	Resolute Forest Products Can Save Forests and Jobs and Respect Indigenous Rights	Greenpeace Canada	Undated	Greenpeace Canada

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28 408. Each of the predicate acts referred to in the preceding paragraphs was for the purpose of executing the Enterprise's fraudulent scheme, and Defendants and enterprise

1 members engaged in such acts with the specific intent of furthering that scheme, willfully and
2 with knowledge of its falsity. Each of the Defendants performed or participated in the
3 performance of at least two of the predicate acts.

4 409. The Enterprise's scheme to defraud Resolute of its customers was the but-for,
5 proximate, and direct cause of injury to Resolute's business, property, and industry reputation.
6 As outlined by the Enterprise through defendant Paglia of ForestEthics, Resolute was the direct
7 target and intended victim of the Enterprise's scheme to defraud. The Defendants'
8 misstatements were intended to and did in fact mislead Resolute's customers that Resolute is a
9 rogue actor or "the most regressive forest products company" among otherwise compliant
10 companies, resulting in actual loss of business. By way of example only, the following
11 companies terminated their business relationships with Resolute as a direct result of the
12 Enterprise's scheme to defraud:

13 (a) **BestBuy**: Immediately following the Enterprise's November 2014 attack on Best
14 Buy including by publicly admonishing Best Buy in false and misleading blog posts for sourcing
15 from Resolute, coordinating and executing a cyber-attack against Best Buy on its busiest
16 shopping day of the year, and falsely and maliciously orchestrating 52,000 negative product
17 reviews, on December 8, 2014 Best Buy announced it would shift business away from Resolute
18 toward companies that support "sustainable forestry practices."

19 (b) **3M**: As a result of Greenpeace's and ForestEthic's dissemination of false and
20 misleading information to 3M in reports, blog posts, via social media, electronic mail and by
21 phone, on March 18, 2015, 3M informed Resolute after "work[ing] with ForestEthics and
22 Greenpeace . . . we are not pursuing new business with Resolute."

23 (c) **Hachette**: In June 2014, after months of being targeted with the Enterprise's
24 disinformation about Resolute, including in the December 16, 2016 letter and May 2017
25 Clearcutting Report, Hachette terminated its business relationship with Resolute and publicly
26 endorsed the Enterprise's campaign.

27 (d) **Kimberly-Clark**: As a result of the Enterprise's dissemination of false and
28 misleading information to 3M in reports, blog posts, via social media, electronic mail and by

1 phone, on September 2015, Kimberly Clark informed Resolute that “[d]ue to Resolute’s
2 continued dispute with Greenpeace” it would not pursue a contractual relationship.

3 410. In addition to lost business, numerous other customers demanded
4 accommodations from Resolute such as alternative sourcing from Resolute’s other non-Canadian
5 mills in direct response to the Defendants’ misrepresentations regarding Resolute’s operations in
6 Canada, FSC certifications, or exit clauses. These customers include, by way of example only,
7 CVS, Victoria’s Secret, Procter and Gamble, and Penguin, among others.

8 411. Moreover, countless other customers demanded information from Resolute in
9 direct response to the Defendant’s false allegations, referencing specific false statements by
10 Defendants. As a result, Resolute was forced to divert enormous time, effort, resources, and
11 funds to rebutting these false allegations, which is precisely what Defendant Paglia predicted in
12 his May 2013 script detailing actions the Enterprise would take against Resolute: “As a result of
13 all the foregoing [targeting of Resolute’s business], . . . an increasing amount of senior executive
14 time will need to be dedicated to managing the impacts of the campaign, responding to customer
15 concerns, and diverted away from managing the core business.”

16 **b) Use of mails and wires in furtherance of a scheme targeting Resolute with the**
17 **specific intent of defrauding donors**

18 412. As set forth herein, beginning no later than August 2012, defendants and
19 Enterprise members developed a scheme to launch a fundraising campaign based on the false
20 pretext that Resolute is a rogue actor engaged in unsustainable forestry practices that is
21 destroying intact, endangered forests and threatened woodland caribou. As the Enterprise
22 threatened, through defendant Paglia, the campaign was intended to falsely “position[] Resolute
23 as the most regressive forest products company.”

24 413. Per its outline, the Enterprise then used the mails and wires to direct false and
25 misleading “ALARMIST ARMAGEDDONIST FACTOIDS” casting Resolute as villain of the
26 Canadian Boreal Forest in order to “emotionalize” and manipulate prospective donors.
27 Accompanying each false and sensational “ALARMIST AND ARMAGEDDONIST” statement,
28 report, web, and blog post with a heavy-handed plea in various forms for the reader to

1 “DONATE NOW.” The donated funds were then used to perpetuate the campaign villainizing
2 Resolute.

3 414. Over the past four years, the Defendants used the mails and wires to execute this
4 scheme to defraud donors. Each of the Defendants, in furtherance of and for the purpose of
5 executing and attempting to execute this scheme and artifice to defraud donors, on numerous
6 occasions committed acts, used and caused to be used wire communications in interstate and
7 foreign commerce and U.S. mails, by both making and causing to be made wire communications
8 and mailings. These wire communications and mails were made, inter alia, for the purpose of:
9 (i) preparing false and misleading reports concerning Resolute and its customers for the purpose
10 of misleading donors and prospective donors; (ii) broadly disseminating the false and defamatory
11 reports and other statements through Greenpeace’s website and other internet platforms, such as
12 Twitter and Facebook; (iii) communicating and coordinating with one another to effectuate the
13 dissemination of false and misleading information necessary to perpetrate the scheme to harm
14 Resolute; (iv) misappropriating proprietary customer, sourcing, and other trade secret
15 information from Resolute and its customers; (v) disseminating the false and misleading
16 allegations directly to donors; (vi) wiring fraudulently obtained funds to sustain the Enterprise’s
17 “campaign” against Resolute; and (vii) filing fraudulent tax returns. Defendants committed and
18 participated in these acts willfully and with knowledge of their illegality.

19 415. Each such use of a wire communication and/or mailing in connection with the
20 described scheme constitutes a separate and distinct violation of the RICO statute, by virtue of
21 violating the incorporated federal predicate acts proscribed by 18 U.S.C. §§ 1341 and/or 1343,
22 and each causing direct injury to Resolute’s business and reputation. While Resolute does not
23 have the full knowledge of the extent of the use of the wires and mails by the Enterprise in
24 furtherance of the scheme, known examples of use of mails and wires in furtherance of the
25 Enterprise’s scheme to defraud are set forth in Tables A and B.

26 416. In addition, upon information and belief, the Enterprise disseminated falsehoods
27 about Resolute by phone, through electronic mail, and U.S. mail to these donors and prospective
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1 donors. The total number of phone calls, e-mails, and mailings, and the identities of all
2 Enterprise members is not yet known.

3 417. In addition, Greenpeace International, GP-Fund, GP-Inc., and Greenpeace Canada
4 have processed millions of dollars in fraudulently induced donations over the wires in thousands
5 of individual transactions. Each such transaction constitutes a predicate act.

6 418. Defendant's scheme to defraud donors was the but-for, direct, and proximate
7 cause of injury to Resolute's business, property, and reputation. These predicate acts were
8 intended to and did mislead donors about the Plaintiffs and the putative impact of their
9 harvesting on the environment in order to fraudulently induce donors to donate to Greenpeace's
10 campaign against Resolute.

11 419. As a direct result of the misinformation campaign, Resolute was injured in its
12 business, property, and reputation including in the form of lost business and other interference
13 with its contractual and prospective business relationships, including accommodations from
14 Resolute such as alternative sourcing from Resolute's other non-Canadian mills, FSC
15 certifications, or exit clauses. Moreover, countless other customers demanded information from
16 Resolute in direct response to the Defendant's false allegations, referencing specific false
17 statements by Defendants. As a result, Resolute was forced to divert enormous time, effort,
18 resources, and funds to rebutting these false allegations,

19 **c) Extortion And Attempted Of Resolute's And Resolute's Customer's Property**
20 **In Violation Of Hobbs Act And State And Federal Statutes Criminalizing**
21 **Same**

22 420. As set herein, beginning no later than August 2012, defendants and enterprise
23 members attempted to extort property and other things of value from Resolute and Resolute's
24 customers, without consent, through the wrongful use of fear and threats.

25 421. Beginning in April 2013, the Enterprise, through defendant Paglia of ForestEthics
26 used fear and threats of a "coordinated" "brand damaging campaign" and "lawsuits directed at all
27 of Resolute tenures based on endangered species legislation" to attempt to coerce Resolute to
28 forego harvesting rights in large tracts of land and endorse the Enterprise's position and efforts,

1 which provided a substantial benefit to the Enterprise in the form of enhanced fundraising
2 potential.

3 422. As alleged herein, the Enterprise also took direct action against Resolute's
4 customers whereby the Enterprise issued extortion threats demanding that such customers
5 terminate their relationships with Resolute and endorse the Enterprise's position and efforts,
6 which provided a substantial benefit to the Enterprise in the form of enhanced fundraising
7 potential.

8 423. As set forth herein, Defendants' extortion of Resolute and its customers was the
9 but-for, direct, and proximate cause of injury to Resolute's business, property, and reputation.
10 These predicate acts were intended to extort property and other things of value from Plaintiffs
11 and their customers and resulted in actual harm to Resolute's business and reputation.

12 **d) Computer Crimes Directed At Resolute**

13 424. As set forth herein, the Enterprise coordinated and carried out cyber-attacks on
14 Resolute's website. In November 2014, the Enterprise, through the Twitter handle Reaper Tango
15 Down, directed denial of service ("DDOS") attacks against Resolute's website. Calling Resolute
16 a "Massive Tree Killer," the Enterprise announced that it had attacked and taken down
17 Resolute's website.

18 425. All of Resolute's computers that supported or assisted in supporting its website
19 were protected computers in that they were used in and/or affected interstate and foreign
20 commerce. The Enterprise intentionally accessed these computers without authorization.

21 426. The Enterprise knowingly caused the transmission of a program, information,
22 code, or command in the form of a DDOS attack interfering with Resolute's website by
23 redirecting traffic to the company's servers and repeating requests to the servers every time a
24 visitor came to the website, which overwhelmed its capacity and caused it to go down.

25 427. The Enterprise's DDOS attack impacted ten or more of Resolute's protected
26 computers. The DDOS attack impaired the integrity of and data, program, system, or
27 information on Resolute's computers by slowing down, overloading, and overwhelming
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1 Resolute's computers serving Resolute's website, and by making Resolute's website
2 inaccessible.

3 428. As a result of the Enterprise's cyber-attack, Resolute sustained damages in the
4 form of resources and time to conduct an investigation into the cause and source of these down-
5 time incidents, determining and conducting an assessment of the damage caused by the invasion
6 of Resolute's servers, restoring and remedying the damages, increasing cyber-security systems
7 and returning the computers into service.

8 **e) Money Laundering**

9 429. In furtherance of the campaign, the Enterprise knowingly engaged in monetary
10 transactions involving illicit proceeds derived from the illegal campaign against Resolute. The
11 Enterprise deposited, withdrew, transferred, or exchanged funds in or affecting interstate or
12 foreign commerce to a financial institution. These funds were derived from the Enterprise's
13 racketeering activity, including mail and wire fraud, extortion, illegal interference with
14 commerce, and violations of the Computer Fraud and Abuse Act.

15 **f) Misappropriation Of Confidential Information**

16 430. As set forth herein, the Enterprise knowingly attempted to and did steal Plaintiffs'
17 confidential and propriety customer and other information by fraud, artifice, or deception,
18 including through the use of aliases, cyber-attacks and other illegal means, to the economic
19 benefit of an entity other than Plaintiffs. Such information is related to products and services
20 used in interstate or foreign commerce. Plaintiffs have taken reasonable measures to keep such
21 information secret, and the information derives economic value from not being generally known
22 to, and not being readily ascertainable through proper means by, another person who can obtain
23 economic value from the disclosure or use of the information.

24 431. Each of the predicate acts referred to in the preceding paragraphs was for the
25 purpose of executing the Enterprise's fraudulent scheme, and set forth herein, Defendants and
26 enterprise members engaged in such acts with the specific intent of furthering that scheme,
27 willfully and with knowledge of its falsity. Each of the Defendants performed or participated in
28 the performance of at least two of the predicate acts.

1 432. The conduct and actions set forth herein were related to each other by virtue of:
2 (a) common participants; (b) a common victim; and (c) the common purpose and common result
3 of a concerted attack on Plaintiffs' business practices to fraudulently solicit and maximize
4 donations and cause harm to Resolute's business, property, and reputation.

5 433. The Defendants' activities were interrelated, not isolated, and involved a
6 calculated series of repeated violations of the law in order to conceal and promote fraudulent
7 activity. The Enterprise has existed with the current members and others as yet unknown since
8 at least 2012, and the conduct and activities have continued as of the date of this Complaint.

9 434. The Defendants' direct and indirect participation in the Enterprise's affairs
10 through the pattern of racketeering and activity described herein constitutes a violation of 18
11 U.S.C. § 1962(c).

12 435. As a direct and proximate cause of the Defendants' violations of 18 U.S.C.
13 §1962(c), Plaintiffs have sustained damage to their business, property, and reputation, including
14 injury by reason of the predicate acts constituting the pattern of racketeering activity set forth
15 above that was not only foreseeable but intended and an objective of the predicate activity.
16 Plaintiffs' damages include, but are not limited to: (i) lost revenue, profits and enterprise value,
17 including lost business opportunities, lost customers, lost market share and decreased production;
18 (ii) increased fees and expenses, as well as the expenditure of significant human resources,
19 incurred and devoted to uncovering the nature and scope of, and attempting to remedy,
20 Defendants' illegal enterprise and the harm directly resulting therefrom; (iii) misappropriated
21 proprietary information; and (iii) damaged reputation in the global marketplace, business and
22 environmental communities.

23 436. As a result of the violations of 18 U.S.C. § 1962(c), Plaintiffs have suffered
24 damages in an amount to be proven at trial, but which Greenpeace itself estimates to be not less
25 than C\$100 million. Plaintiffs are entitled to recover from the Defendants the amount in which
26 they have been damaged, to be trebled in accordance with 18 U.S.C. § 1964(c), together with
27 interest, costs, and attorneys' fees incurred by reason of the Enterprise's violations of 18 U.S.C.
28 § 1962(c), and disgorgement of Defendants' illicit proceeds.

COUNT II

**RACKETEERING IN VIOLATION OF RICO, 18 U.S.C. §§ 1962(a)
(AGAINST ALL DEFENDANTS)**

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4 437. Plaintiffs restate paragraphs 1 through 436 as if fully set forth herein.

5 438. The Enterprise is an “enterprise” within the meaning of 18 U.S.C. §§ 1961(4) and
6 1962(a), which was engaged in, or the activities of which affected, interstate and/or foreign
7 commerce.

8 439. In furtherance of the Enterprise, Defendants committed the predicate racketeering
9 acts as pleaded herein. It was the purpose of the Enterprise to create and disseminate false and
10 misleading reports and information concerning Resolute, under the guise of protecting the
11 environment, but in truth, for the unlawful purpose of interfering with Resolute’s business
12 relationships and soliciting fraudulent donations from the public at-large. This widespread
13 dissemination scheme was intended to, and did, result in substantial profits for the members of
14 the Enterprise, and caused enormous harm to Resolute in so far as it funded the enterprise
15 racketeering activity against Plaintiffs which intentionally damaged its business and property.

16 440. The Enterprise’s conduct and acts in furtherance of the fraudulent scheme
17 included, but were not limited to the predicate RICO acts of: (a) use of mails and wires in a
18 scheme to defraud Resolute of its confidential business information and business and in violation
19 of 18 U.S.C. §§ 1341 and 1343, as set forth in 18 U.S.C. §§ 1961(1)(B); (b) use of mails and
20 wires in a scheme to defraud donors by targeting and harming Resolute in violation of 18 U.S.C.
21 §§ 1341 and 1343; (c) extortion of Resolute and its customers in violation of 18 U.S.C. §§ 875-
22 77, 880, and 18 U.S.C. § 1951; (e) computer fraud directed at Resolute’s computers and website
23 in violation of 18 U.S.C. § 1030(a)(5) resulting in damage as defined in § 1030(c)(4)(A)(i)(II)
24 through (VI); (f) money laundering of illicit proceeds in violation of 18 U.S.C. § 1957; and (g)
25 theft of trade secrets in violation of 18 U.S.C. § 1832, which constitute a pattern of racketeering
26 activity pursuant to 18 U.S.C. § 1961(5).

27 441. In conducting the affairs of the Enterprise, Defendants used and invested income
28 that was derived from the pattern of racketeering activity, directly or indirectly, in the operations

1 of the Greenpeace Defendants and the Enterprise, which are entities and an enterprise engaged
2 in, and the activities of which affect, interstate and foreign commerce, in violation of 18 U.S.C. §
3 1962(a). Specifically, the Defendants used funds they fraudulently procured through the alleged
4 pattern of predicate acts to: (a) fund the Enterprise; (b) fund the dissemination of materially false
5 and fraudulent information used to induce donors to make contributions to the Enterprise and
6 individual Enterprise Members; and (c) fund the expanded attack on Resolute and its
7 relationships with customers, partners and other critical business constituents as alleged in this
8 complaint, including but not limited to the use of illicit funds from fraudulently induced
9 donations to fund the direct actions against Resolute customers that caused the loss of those
10 customers and market share in an amount the Enterprise has estimated to be not less than C\$100
11 million, (d) to fund direct and indirect actions directed at Resolute's relationship with FSC and
12 the auditors responsible for evaluating compliance with FSC certification standards, and € to
13 fund the fraudulent misappropriation of proprietary customer, sourcing and other trade secret
14 information from Resolute and its customers, which it then used to target these customers.

15 442. Accordingly, the racketeering activity consisted of multiple, related acts
16 perpetrated during the Scheme Period that are indictable under 18 U.S.C. § 1343 (relating to wire
17 fraud) and 18 U.S.C. § 1341 (relating to mail fraud) as well as the other predicate acts alleged
18 herein that are within the scope of 18 U.S.C. § 1961(1)(B) and (5).

19 443. As a direct and proximate cause of the Defendants' violations of 18 U.S.C.
20 §1962(a), Plaintiffs have sustained damage to their business, property and reputation, including
21 injury by reason of the predicate acts constituting the pattern of racketeering activity set forth
22 above, as well as, the use and investment of the illicit funds derived through those predicate acts
23 to target and harm Resolute's business, property and reputation. Plaintiffs' damages include, but
24 are not limited to: (i) lost revenue, profits and enterprise value, including lost business
25 opportunities, lost customers, lost market share and decreased production; (ii) misappropriated
26 proprietary information; (iii) increased fees and expenses, as well as the expenditure of
27 significant human resources, incurred and devoted to uncovering the nature and scope of, and
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1 attempting to remedy, Defendants' illegal enterprise and the harm directly resulting therefrom;
2 and (iv) damaged reputation in the global marketplace, business and environmental communities.

3 444. As a result of the violations of 18 U.S.C. § 1962(a), Plaintiffs have suffered
4 substantial damages in an amount to be proven at trial, but which the Enterprise has estimated as
5 not less than C\$100 million. Plaintiffs are entitled to recover from the Defendants the amount in
6 which they have been damaged, to be trebled in accordance with 18 U.S.C. § 1964(c), together
7 with interest, costs, and attorneys' fees incurred by reason of the Enterprise's violations of 18
8 U.S.C. § 1962(a), and disgorgement of Defendants' illicit proceeds.

9 **COUNT III**

10 **CONSPIRACY IN VIOLATION OF RICO, 18 U.S.C. § 1962(d)**
11 **(AGAINST ALL DEFENDANTS)**

12 445. Plaintiffs restate paragraphs 1 through 444 above as if fully set forth herein.

13 446. As set forth herein, during the Scheme Period, each of the Defendants willfully,
14 knowingly and unlawfully conspired to, and did further the efforts of the Enterprise to perpetrate
15 the scheme against Plaintiffs through a pattern of racketeering activity in violation of 18 U.S.C.
16 §§ 1962(c) and 1962(a).

17 447. In furtherance of the conspiracy, and to effectuate its objectives, each of the
18 Defendants and Enterprise members agreed that the following predicate acts, among others,
19 would be committed by one or more the members of the conspiracy: (a) use of mails and wires in
20 a scheme to defraud Resolute of its confidential business information and business and in
21 violation of 18 U.S.C. §§ 1341 and 1343, as set forth in 18 U.S.C. §§ 1961(1)(B); (b) use of
22 mails and wires in a scheme to defraud donors by targeting and harming Resolute in violation of
23 18 U.S.C. §§ 1341 and 1343; (c) extortion of Resolute and its customers in violation of 18
24 U.S.C. §§ 875-77, 880, and 18 U.S.C. § 1951; (e) computer fraud directed at Resolute's
25 computers and website in violation of 18 U.S.C. § 1030(a)(5) resulting in damage as defined in §
26 1030(c)(4)(A)(i)(II) through (VI); (f) money laundering of illicit proceeds in violation of 18
27 U.S.C. § 1957; and (g) theft of trade secrets in violation of 18 U.S.C. § 1832, which constitute a
28 pattern of racketeering activity pursuant to 18 U.S.C. § 1961(5).

1 448. Specifically, the following predicate acts were performed at the direction of,
2 and/or were foreseeable to, the Defendants, for the purpose of executing the scheme to solicit
3 fraudulent donations and harm Resolute's business: (i) the preparation of false and misleading
4 reports concerning Resolute and its customers; (ii) the broad dissemination of false and
5 defamatory reports and other statements through Greenpeace's website and other internet
6 platforms, such as Twitter and Facebook; (iii) communication and coordination with one another
7 to effectuate the dissemination of false and misleading information necessary to perpetrate the
8 scheme to harm Resolute; (iv) the dissemination of false and misleading allegations directly to
9 Resolute's stakeholders, customers, trade associations, government regulators, and other critical
10 market constituents through email and phone; (v) the misappropriation of proprietary customer,
11 sourcing and other trade secret information from Resolute and its customer; (vi) extortionate
12 threats directed at Resolute and its customers ; (vii) the solicitation of fraudulent charitable
13 donations from the public by means of false pretenses, representations, or promises; (viii) the
14 wiring of fraudulently obtained funds to sustain the Enterprise's "campaign" against Resolute;
15 and (ix) submitting materially false and misleading tax submissions and financial information.

16 449. It was specifically intended and foreseen by Defendants that the Enterprise would
17 engage in, and conduct activities which affected interstate commerce. Each Defendant was
18 aware of the various racketeering schemes, assented to the efforts of the Enterprise to carry out
19 these acts, and acted in furtherance of the conspiracy.

20 450. The pattern of racketeering consisted of multiple acts of racketeering by each of
21 the Defendants. The activities of these Defendants were interrelated, not isolated, and were
22 perpetrated for the same or similar purposes by the same persons. These activities extended for
23 several years, and continued up to the commencement of this action. The Defendants' conduct
24 constitutes a conspiracy to violate 18 U.S.C. §§ 1962(c) and 1962(a), in violation of 18 U.S.C. §
25 1962(d).

26 451. Plaintiffs have been injured in their business and property as a direct and
27 proximate cause of the Defendants' conspiracy to violate 18 U.S.C. §§ 1962(c) and 1962(a), and
28 the overt acts taken in furtherance of that conspiracy.

1 (e) Resolute's Forest Stewardship Council certificates have been suspended as
2 a result of serious deficiencies in Plaintiffs' logging operations;

3 (f) Resolute violated the CBFA by logging in off-limits areas.

4 456. Defendants published these false and misleading statements in numerous
5 publications on the internet, on social media platforms such as Twitter and Facebook, and in
6 direct emails, letters, and telephone communications with Plaintiffs' stakeholders, customers,
7 trade associations, government regulators, and other critical market constituents.

8 457. As set forth herein, the false and defamatory statements set forth herein
9 concerning Plaintiffs were made and published with actual malice, as such statements were made
10 by Defendants with knowledge of their falsity or reckless disregard for their truth.

11 458. Defendants published these falsehoods to third-parties and understood and
12 intended that these false statements would have the effect of injuring Plaintiffs' reputation,
13 preventing others from doing business with Plaintiffs, and interfering with Plaintiffs' existing
14 business relationships. Those third-parties include, among others, Plaintiffs' stakeholders,
15 customers, trade associations, shareholders, third-party auditors, government regulators, other
16 critical market constituents, and the general public.

17 459. Defendants' false statements directly harmed Plaintiffs' business, property, and
18 reputation in numerous specific ways, including, but not limited to: lost customers; lost profits;
19 increased expenses; legal fees; and costs expended to mitigate the impact of Defendants'
20 malicious campaign.

21 460. Defendants' publication of the false and defamatory statements cited herein have
22 proximately caused Plaintiffs to suffer monetary damages in an amount to be determined at trial.

23 461. The Defendants' actions show willful misconduct, malice, fraud, wantonness,
24 oppression or that entire want of care which would raise the presumption of conscious
25 indifference to consequences.

26 462. Because Defendants have engaged in conduct of a fraudulent and malicious
27 nature, Plaintiffs are entitled to reputational and punitive damages.

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COUNT V
TRADE LIBEL
(AGAINST ALL DEFENDANTS)

463. Plaintiffs restate paragraphs 1 through 462 above as if fully set forth herein.

464. As set forth herein, Defendants knowingly and intentionally published false and injurious statements disparaging the quality of Plaintiffs' product, including, among other things, that Resolute's products are not sustainable and should not be purchased because:

- (a) Resolute is engaged in destructive and unsustainable logging activities in Canada's Boreal Forest;
- (b) Resolute is engaged in harvesting activities in the First Nations Communities' territories without their consent;
- (c) Resolute is responsible for the destruction of vast areas of Canada's Boreal Forest and destroyed critical woodland caribou habitat;
- (d) Resolute's harvesting violates Canadian forestry regulations and FSC certification standards; and
- (e) Resolute's Forest Stewardship Council certificates have been suspended as a result of serious deficiencies in Plaintiffs' logging operations.

465. Defendants published these false, defamatory, and disparaging statements in numerous publications on the internet, on social media platforms such as Twitter and Facebook, and in direct emails, letters, and telephone communications with Plaintiffs' stakeholders, customers, trade associations, government regulators, and other critical market constituents.

466. As set forth herein the false, defamatory, and disparaging statements set forth herein concerning the quality of Plaintiffs' product were made and published with actual malice, as such statements were made by Defendants with knowledge of their falsity or reckless disregard for their truth.

467. Defendants published these falsehoods to third-parties and understood and intended that these false statements would have the effect of disparaging the quality of Plaintiff's products, preventing others from doing business with Plaintiffs, and interfering with Plaintiffs' existing business relationships.

1 Defendants shared the same conspiratorial objective, which was to create and disseminate false,
2 misleading and defamatory statements, regarding:

- 3 (n) Plaintiffs' logging practices and the alleged effect these practices had on
4 the First Nations Communities, the Canadian Boreal Forest, woodland
5 caribou habitat, and the world climate;
- 6 (o) Plaintiffs' logging practices allegedly violating the Canadian Forestry laws
7 and regulations and FSC certification standards;
- 8 (p) Plaintiffs' Forest Stewardship Council certifications being suspended as
9 the result of serious deficiencies in Plaintiffs' logging operations; and
- 10 (q) Plaintiffs' alleged violation of the CBFA by logging in off-limits areas.

489. Defendants' conspiratorial scheme was carried out by the commission of the
11 wrongful and overt acts set forth above, including, but not limited to:

- 12 (r) The publication of false and misleading statements in numerous
13 publications on the internet;
- 14 (s) The publication of false and misleading statements on social media platforms;
- 15 (t) The dissemination of false, misleading, and defamatory allegations to
16 Plaintiffs' stakeholders, customers, trade associations, third-party auditors,
17 government regulators, and other critical market constituents.

490. At all relevant times, Defendants' conduct was willful and done with legal malice
18 and knowledge that it was wrongful.

491. As a direct, proximate result of the operation and execution of the conspiracy,
19 Plaintiffs have been injured and suffered damages in an amount to be proven at trial.

20 **COUNT IX**

21 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

22 **CAL. BUS. & PROF. CODE §§ 17200 and 17500**

23 **(AGAINST ALL DEFENDANTS)**

24 492. Plaintiffs restate paragraphs 1 through 493 above as if fully set forth herein.

25 493. As set forth herein, Defendants engaged in unlawful, unfair, and fraudulent
26 business practices by knowingly and intentionally publishing false and misleading statements
27 concerning Plaintiffs, without disclosing Defendants' economic motivation and personal interest
28

1 in seeing Resolute harmed, in violation of Business and Professions Code §§ 17200 and 17500.

2 These false and misleading statements include, among other things, that:

- 3 (u) Resolute is engaged in destructive and unsustainable logging activities in
4 Canada's Boreal Forest;
- 5 (v) Resolute is engaged in logging activities in the First Nations
6 Communities' territories without their consent;
- 7 (w) Resolute is responsible for the destruction of vast areas of Canada's
8 Boreal Forest and destroyed critical woodland caribou habitat;
- 9 (x) Resolute's logging practices violate Canadian forestry regulations and
10 FSC certification standards;
- 11 (y) Resolute's Forest Stewardship Council certificates have been suspended as
12 a result of serious deficiencies in Plaintiffs' logging operations;
- 13 (z) Resolute violated the CBFA by logging in off-limits areas.

14 494. Defendants published these false and/or misleading statements concerning
15 Resolute in numerous publications on the internet, on social media platforms such as Twitter and
16 Facebook, and in direct emails, letters, and telephone communications with Plaintiffs'
17 stakeholders, customers, trade associations, government regulators, other critical market
18 constituents, and the general public.

19 495. The false, defamatory, and disparaging statements set forth herein concerning
20 Plaintiffs were made and published with actual malice, as such statements were made by
21 Defendants with knowledge of their falsity or reckless disregard for their truth.

22 496. Defendants published these falsehoods to third-parties and understood and
23 intended that these false statements would have the effect of injuring Plaintiff's reputation,
24 preventing others from doing business with Plaintiffs, and interfering with Plaintiffs' existing
25 business relationships. Those third-parties include, among others, Plaintiffs' stakeholders,
26 customers, trade associations, shareholders, third-party auditors, government regulators, other
27 critical market constituents, and the general public.

28 497. Defendants' false statements have injured Plaintiffs' business, property, and
reputation in numerous specific ways, including, by diminution of the value of Plaintiffs' assets
and amounts lost in the decline of Plaintiffs' market capitalization and other vested interests of
Plaintiffs resulting from the Defendants' conduct.

