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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GEORGIA-PACIFIC LLC,
Plaintiff,
v.
OFFICEMAX INCORPORATED,
LOUISIANA-PACIFIC
CORPORATION, and CITY OF FORT
BRAGG
Defendants.

CASE NO.: 12-02797 RS

SECOND AMENDED COMPLAINT OF
GEORGIA-PACIFIC LLC AGAINST
OFFICEMAX INCORPORATED,
LOUISIANA-PACIFIC CORPORATION,
AND CITY OF FORT BRAGG

AND RELATED COUNTERCLAIMS

OFFICEMAX INCORPORATED,
Third Party Plaintiffs,
v.
LOUISIANA-PACIFIC
CORPORATION, CITY OF FORT
BRAGG and DOES 1-10 inclusive,
Third-Party Defendants.

Judge: Hon. Richard Seeborg

Complaint Filed: May 31, 2012
Amd. Complaint Filed: June 4, 2012
3P Complaint Filed: August 30, 2012
1st Amd. 3P Cplt. Filed: October 31, 2012

DEMAND FOR JURY TRIAL

AND RELATED COUNTER CLAIMS

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1 Plaintiff Georgia-Pacific LLC (“Georgia-Pacific”) states for its second amended
2 complaint against defendants OfficeMax Incorporated, Louisiana-Pacific Corporation,
3 and the City of Fort Bragg (collectively, “Defendants”) as follows:

4 **NATURE OF ACTION**

5 1. This action arises from Georgia-Pacific’s cleanup of hazardous
6 substances at certain real property located in Fort Bragg, California (the “Site”), and
7 for which Georgia-Pacific seeks recovery, pursuant to the Federal Comprehensive
8 Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C.
9 §§ 9601 *et. seq.*, from Defendants, the former owners, operators and polluters of the
10 Site, of the response costs Georgia-Pacific has incurred and will continue to incur at
11 the Site. In addition to the recovery of response costs, Georgia-Pacific seeks certain
12 declaratory relief with respect to the Defendants’ liabilities and continuing obligations
13 with respect to the Site as well as damages and other relief arising from Defendants’
14 continuing nuisance and trespass at the Site.

15 **JURISDICTION AND VENUE**

16 2. This Court has original jurisdiction pursuant to 42 U.S.C. § 9607(a) and
17 28 U.S.C. § 1331, and supplemental jurisdiction over the state law claims pursuant to
18 28 U.S.C. § 1367.

19 3. Venue is proper in this District pursuant to 42 U.S.C. § 9607(a) and 28
20 U.S.C. § 1391(b) because the events giving rise to this action, including the releases or
21 threatened releases of hazardous substances, occurred and are occurring at real
22 property located in this District.

23 **PARTIES**

24 4. Plaintiff Georgia-Pacific is a Delaware limited liability company
25 headquartered in Atlanta, Georgia. Georgia-Pacific is one of the world’s leading
26 manufacturers of tissue, pulp, paper, packaging, building products and related
27 chemicals.

1 11. The operations by Defendants and Georgia-Pacific on the Site led to
2 releases of hazardous substances, including, but not limited to, metals, dioxins,
3 polycyclic aromatic hydrocarbons and total petroleum hydrocarbons to the soil and
4 groundwater underlying the Site and the surrounding soils and groundwater.

5 12. Georgia-Pacific began investigating alleged environmental concerns at
6 the Site in 2004. The Regional Water Quality Control Board, North Coast Region
7 oversaw Site investigation activities until the California Environmental Protection
8 Agency, Department of Toxic Substances Control (“DTSC”) assumed the role of lead
9 regulatory agency in August 2006. For administrative convenience, the DTSC
10 divided the Site into five operable units.

11 13. By letter dated February 16, 2007, DTSC notified Georgia-Pacific that
12 DTSC required Georgia-Pacific to conduct a response action at the Site. Also on
13 February 16, 2007, DTSC issued a Site Investigation and Remediation Order.

14 14. Through December 31, 2011, Georgia-Pacific had expended
15 approximately \$31,400,000 in response costs at the Site arising from releases and
16 threatened releases of hazardous substances. Georgia-Pacific anticipates incurring
17 significant future response costs at the Site.

18 **OfficeMax’s Ownership and Operations at the Site**

19 15. Union Lumber Company began operating a sawmill at the Site in 1885.
20 Over time, Union Lumber Company developed a significant lumber mill at the Site,
21 including a large dam and log pond in the center of the Site and a railroad line that
22 begins in the northeast portion of the Site.

23 16. Union Lumber Company merged with Boise Cascade Corporation in
24 1968. Pursuant to the merger, Boise Cascade Corporation assumed Union Lumber
25 Company’s debts, liabilities, obligations and duties associated with the Site. Boise
26 Cascade Corporation owned and operated the Site until it sold the Site to Georgia-

1 Pacific in 1973. Boise Cascade Corporation changed its name to defendant
2 OfficeMax in 2004, after acquiring all the securities of OfficeMax, Inc. in 2003.

3 **Louisiana-Pacific's Ownership and Operations at the Site**

4 17. In the First Amended Third-Party Complaint of OfficeMax Incorporated
5 against Louisiana-Pacific Corporation and the City of Fort Bragg, Northern District of
6 California Case No. 12-02797-RS, Docket No. 52 ("Third Party Complaint"),¹
7 OfficeMax alleges that on information and belief, Louisiana-Pacific's ownership and
8 operations at the Site contributed to the contamination of the Site and surrounding
9 environs and resulted in a release of hazardous substances to the environment.
10 OfficeMax further alleges that on information and belief, Louisiana-Pacific was an
11 owner and operator of portions of the Site at the time of disposal of hazardous
12 substances to the environment by itself and others. Discovery conducted to date
13 supports these allegations. Therefore, on information and belief, Georgia-Pacific also
14 alleges that Louisiana-Pacific's ownership and operations at the Site contributed to the
15 contamination of the Site and surrounding environs and resulted in a release of
16 hazardous substances to the environment. Georgia-Pacific further alleges that on
17 information and belief, Louisiana-Pacific was an owner and operator of portions of the
18 Site at the time of disposal of hazardous substances to the environment by itself and
19 others.

20 18. OfficeMax alleges that on information and belief, Louisiana-Pacific
21 operated the plywood manufacturing facility at the Site. OfficeMax further alleges
22 that the plywood manufacturing plant operated by Louisiana-Pacific was located on
23 that portion of the Site currently designated as OU-E. Discovery conducted to date
24 supports these allegations. Therefore, on information and belief, Georgia-Pacific also

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26 ¹ All other references herein to OfficeMax's allegations are from its Third-Party
27 Complaint.

1 alleges that Louisiana-Pacific operated the plywood manufacturing facility at the Site.
2 Georgia-Pacific further alleges that the plywood manufacturing plant operated by
3 Louisiana-Pacific was located on that portion of the Site currently designated as OU-
4 E.

5 19. OfficeMax alleges that on information and belief, during and after the
6 period of active operations at the Site by Louisiana-Pacific (1973-1977), hazardous
7 substances were released on and from the Site and into the surrounding environs, soils
8 and/or sediments, surface waters and groundwater from Louisiana-Pacific's
9 operations, which included the plywood manufacturing facility. Discovery conducted
10 to date supports these allegations. Therefore, on information and belief, Georgia-
11 Pacific also alleges that during and after the period of active operations at the Site by
12 Louisiana-Pacific (1973-1977), hazardous substances were released on and from the
13 Site and into the surrounding environs, soils and/or sediments, surface waters and
14 groundwater from Louisiana-Pacific's operations, which included the plywood
15 manufacturing facility.

16 20. OfficeMax alleges that on information and belief, Louisiana-Pacific, as
17 operator and owner of the plywood manufacturing facility, was actively involved in
18 directing and controlling operations at the Site. Louisiana-Pacific utilized steam and
19 electricity which was generated from three onsite boilers in the mill powerhouse in
20 order to power its operations. OfficeMax alleges that these activities, and others, done
21 at the direction and request of Louisiana-Pacific resulted in the disposal of hazardous
22 substances at the site, contributed to the contamination of the Site, and caused a
23 release of hazardous substances to the environment. Discovery conducted to date
24 supports these allegations. Therefore, on information and belief, Georgia-Pacific also
25 alleges that Louisiana-Pacific, as operator and owner of the plywood manufacturing
26 facility, was actively involved in directing and controlling operations at the Site.
27 Georgia-Pacific alleges that these activities, and others, done at the direction and
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1 request of Louisiana-Pacific resulted in the disposal of hazardous substances at the
2 site, contributed to the contamination of the Site, and caused a release of hazardous
3 substances to the environment.

4 21. OfficeMax alleges that on information and belief, as part of its plywood
5 manufacturing operations Louisiana-Pacific used, processed, produced, stored, treated
6 and/or generated hazardous substances, as defined by CERCLA, including but not
7 limited to heavy metals, polycyclic aromatic hydrocarbons (“PAHs”), dioxins/furans,
8 as well as petroleum hydrocarbons on the Site. Discovery conducted to date supports
9 these allegations. Therefore, on information and belief, Georgia-Pacific also alleges
10 that as part of its plywood manufacturing operations Louisiana-Pacific used,
11 processed, produced, stored, treated and/or generated hazardous substances, as defined
12 by CERCLA, including but not limited to heavy metals, PAHs, dioxins/furans, as well
13 as petroleum hydrocarbons on the Site.

14 22. OfficeMax alleges that on information and belief, the plywood
15 manufacturing operations of Louisiana-Pacific on the mill property during its period
16 of ownership and operation resulted in the release or threatened release of hazardous
17 substances, as defined by CERCLA, including but not limited to heavy metals, PAHs,
18 dioxins/furans, as well as petroleum hydrocarbons, to the soil, groundwater and
19 surface water of the property as well as surrounding soils and/or sediments, surface
20 water and groundwater. OfficeMax further alleges that the release of these hazardous
21 substances continues to the present at the Site as the result of the passive migration of
22 the hazardous substances through soil, groundwater and surface water. Discovery
23 conducted to date supports these allegations. Therefore, on information and belief,
24 Georgia-Pacific also alleges that the plywood manufacturing operations of Louisiana-
25 Pacific on the mill property during its period of ownership and operation resulted in
26 the release or threatened release of hazardous substances, as defined by CERCLA,
27 including but not limited to heavy metals, PAHs, dioxins/furans, as well as petroleum
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1 hydrocarbons, to the soil, groundwater and surface water of the property as well as
2 surrounding soils and/or sediments, surface water and groundwater. Georgia-Pacific
3 further alleges that the release of these hazardous substances continues to the present
4 at the Site as the result of the passive migration of the hazardous substances through
5 soil, groundwater and surface water.

6 23. OfficeMax alleges that on information and belief, Louisiana-Pacific is a
7 former owner and former operator, of property on which hazardous substances as
8 defined by CERCLA have been disposed during its period of ownership and
9 operation. Discovery conducted to date supports these allegations. Therefore, on
10 information and belief, Georgia-Pacific also alleges that Louisiana-Pacific is a former
11 owner and former operator, of property on which hazardous substances as defined by
12 CERCLA have been disposed during its period of ownership and operation.

13 24. OfficeMax alleges that on information and belief, in connection with its
14 former ownership and operation of the Site, Louisiana-Pacific arranged for the
15 disposal of hazardous substances, as defined by CERCLA, including but not limited to
16 heavy metals, PAHs, dioxins/furans, as well as petroleum hydrocarbons, to the soil,
17 groundwater and surface water of the mill property as well as surrounding soils and/or
18 sediments, surface water and groundwater. Discovery conducted to date supports
19 these allegations. Therefore, on information and belief, Georgia-Pacific also alleges
20 that in connection with its former ownership and operation of the Site, Louisiana-
21 Pacific arranged for the disposal of hazardous substances, as defined by CERCLA,
22 including but not limited to heavy metals, PAHs, dioxins/furans, as well as petroleum
23 hydrocarbons, to the soil, groundwater and surface water of the mill property as well
24 as surrounding soils and/or sediments, surface water and groundwater.

25 **City of Fort Bragg's Contamination of the Site**

26 25. OfficeMax alleges that the City of Fort Bragg is liable for the release and
27 threatened release of hazardous substances to the Site because it owned and operated,
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1 and currently owns and operates a stormwater system which conveys quantities of
2 toxic substances regulated under CERCLA onto the Site which are released and
3 threaten to release to the environment. OfficeMax further alleges that the City of Fort
4 Bragg further owned and operated the stormwater system on the Site at the time of
5 disposal and releases of hazardous substances to the environment at the Site, including
6 the waters and sediments of the stormwater system, unrelated to those hazardous
7 substances present in the City of Fort Bragg's stormwater. Additionally, OfficeMax
8 alleges that the City of Fort Bragg is also liable for arranging for the treatment and
9 disposal of storm water at the Site which has released and threatens to release
10 hazardous substances to the environment. Discovery conducted to date supports these
11 allegations. Therefore, on information and belief, Georgia-Pacific also alleges that the
12 City of Fort Bragg is liable for the release and threatened release of hazardous
13 substances to the Site because it owned and operated, and currently owns and operates
14 a stormwater system which conveys quantities of toxic substances regulated under
15 CERCLA onto the Site which are released and threaten to release to the environment.
16 Georgia-Pacific further alleges that the City of Fort Bragg further owned and operated
17 the stormwater system on the Site at the time of disposal and releases of hazardous
18 substances to the environment at the Site, including the waters and sediments of the
19 stormwater system, unrelated to those hazardous substances present in the City of Fort
20 Bragg's stormwater. Additionally, Georgia-Pacific alleges that the City of Fort Bragg
21 is also liable for arranging for the treatment and disposal of storm water at the Site
22 which has released and threatens to release hazardous substances to the environment.

23 26. OfficeMax alleges that historically, the primary natural waterways in Fort
24 Bragg included the Noyo River and Pudding Creek, both of which continue to exist in
25 primarily their natural, unchannelized state. OfficeMax further alleges that Alder
26 Creek, which historically drained almost the entire Fort Bragg area, was altered in the
27 late 1800s and early 1900s to flow in a closed conduit system from the City of Fort
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1 Bragg and drains to the Georgia-Pacific log pond (Pond 8). In addition, OfficeMax
2 alleges that the City of Fort Bragg's current stormwater system flows to several
3 discharge points to the Noyo River, Pudding Creek (prior to entering the Site), and,
4 primarily the Georgia-Pacific log pond. Discovery conducted to date appears to
5 support these allegations. Therefore, on information and belief, Georgia-Pacific also
6 alleges that historically, the primary natural waterways in Fort Bragg included the
7 Noyo River and Pudding Creek, both of which continue to exist in primarily their
8 natural, unchannelized state. Georgia-Pacific further alleges that Alder Creek, which
9 historically drained almost the entire Fort Bragg area, was altered in the late 1800s
10 and early 1900s to flow in a closed conduit system from the City of Fort Bragg and
11 drains to the Georgia-Pacific log pond (Pond 8). In addition, Georgia-Pacific alleges
12 that the City of Fort Bragg's current stormwater system flows to several discharge
13 points to the Noyo River, Pudding Creek (prior to entering the Site), and, primarily the
14 Georgia-Pacific log pond.

15 27. OfficeMax alleges that originally the City of Fort Bragg's sanitary sewer
16 and storm systems were combined, and remained as such until March 1979.
17 OfficeMax further alleges that after that date, sanitary sewer water was routed to the
18 City of Fort Bragg's wastewater treatment plant located on the western edge of the
19 Site near the log pond (Pond 8). Discovery conducted to date appears to support these
20 allegations. Therefore, on information and belief, Georgia-Pacific also alleges that
21 originally the City of Fort Bragg's sanitary sewer and storm systems were combined,
22 and remained as such until March 1979. Georgia-Pacific further alleges that after that
23 date, sanitary sewer water was routed to the City of Fort Bragg's wastewater treatment
24 plant located on the western edge of the Site near the log pond (Pond 8).

25 28. OfficeMax alleges that the City of Fort Bragg is, and was, aware of its
26 use of the Georgia-Pacific ponds as in integral and intentional part of its stormwater
27 (and previously municipal wastewater) system. OfficeMax further alleges that at
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1 present, the City of Fort Bragg intends to expand and improve the stormwater
2 discharge points to the Georgia-Pacific ponds. Discovery conducted to date supports
3 these allegations. Therefore, on information and belief, Georgia-Pacific also alleges
4 that the City of Fort Bragg is, and was, aware of its use of the Georgia-Pacific ponds
5 as in integral and intentional part of its stormwater (and previously municipal
6 wastewater) system. Georgia-Pacific further alleges that at present, the City of Fort
7 Bragg intends to expand and improve the stormwater discharge points to the Georgia-
8 Pacific ponds.

9 29. OfficeMax alleges that for over 100 years, the storm and urban
10 wastewater drainage systems of the City of Fort Bragg have drained to the ponds of
11 the Site. OfficeMax further alleges that this stormwater and combined sewer overflow
12 (“CSO”) discharge has transported hazardous substances such as, but not limited to,
13 heavy metals, PAHs, volatile organic compounds, and petroleum hydrocarbons
14 (originally deposited on and in the streets and urban sewers of the City of Fort Bragg)
15 to the Site resulting in the deposition and release of these materials in and to the
16 sediments, soils, and groundwater of the mill property. Additionally, OfficeMax
17 alleges that the release of these hazardous substances continues to the present at the
18 Site as the result of the passive migration of the hazardous substances through soil,
19 groundwater, and surface water. Discovery conducted to date appears to support these
20 allegations. Therefore, on information and belief, Georgia-Pacific also alleges that for
21 over 100 years, the storm and urban wastewater drainage systems of the City of Fort
22 Bragg have drained to the ponds of the Site. Georgia-Pacific further alleges that this
23 stormwater and CSO discharge has transported hazardous substances such as, but not
24 limited to, heavy metals, PAHs, volatile organic compounds, and petroleum
25 hydrocarbons (originally deposited on and in the streets and urban sewers of the City
26 of Fort Bragg) to the Site resulting in the deposition and release of these materials in
27 and to the sediments, soils, and groundwater of the mill property. Additionally,

1 Georgia-Pacific alleges that the release of these hazardous substances continues to the
2 present at the Site as the result of the passive migration of the hazardous substances
3 through soil, groundwater, and surface water.

4 **FIRST CLAIM FOR RELIEF AGAINST OFFICEMAX**
5 **(Recovery for Response Costs Pursuant to Comprehensive Environmental**
6 **Response, Compensation and Liability Act, 42 U.S.C. § 9607(a))**

7 30. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
8 through 29, inclusive, as though set forth in full.

9 31. Each of the Defendants is a “person” as that term is defined in 42 U.S.C.
10 § 9601(21).

11 32. The Site is a “facility” as that term is defined in 42 U.S.C. § 9601(9).

12 33. Contaminants located in the soil and groundwater at, on, or under the
13 Site, including but not limited to, metals, dioxins, polycyclic aromatic hydrocarbons
14 and total petroleum hydrocarbons, are “hazardous substance[s]” as that term is defined
15 in 42 U.S.C. § 9601(14).

16 34. There has been a “release” or threatened “release” of hazardous
17 substances as defined in 42 U.S.C. § 9601(22) at and from the Site.

18 35. Each Defendant was an “owner or operator” of the Site, as that term is
19 defined in 42 U.S.C. § 9601(20), at or during the time of the acts or omissions which
20 resulted in the release of hazardous substances at or around the Site, and these
21 substances migrated and threaten to continue to migrate to the environment.

22 36. Defendants are liable persons pursuant to 42 U.S.C. § 9607(a).

23 37. Georgia-Pacific has incurred and will continue to incur response costs in
24 response to the release or threatened release of hazardous substances into the
25 environment at the Site, and these response costs are necessary and consistent with the
26 provisions of CERCLA and the National Contingency Plan (“NCP”), 40 C.F.R. Part
27 300.

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1 38. Georgia-Pacific is entitled to reimbursement from Defendants, who are
2 jointly and severally liable for those response costs under 42 U.S.C. § 9607.

3 39. Upon filing its Complaint, Georgia-Pacific provided a copy to the
4 Attorney General of the United States and to the Administrator of the United States
5 Environmental Protection Agency pursuant to 42 U.S.C. § 9613(l).

6 **SECOND CLAIM FOR RELIEF AGAINST OFFICEMAX**

7 **(Claim for Contribution Pursuant to Comprehensive Environmental Response,**
8 **Compensation and Liability Act, 42 U.S.C. § 9613(f))**

9 40. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
10 through 39, inclusive, as though set forth in full.

11 41. Alternatively, to the extent that the Defendants are not liable, or jointly
12 and severally liable for response costs under the standards of 42 U.S.C. § 9607, each
13 Defendant is liable under 42 U.S.C. § 9613(f) for contribution to the response costs
14 Georgia-Pacific has incurred and will continue to incur in connection with the release
15 and threatened release of hazardous substances at the Site.

16 42. Georgia-Pacific is entitled to recover in contribution amounts in excess of
17 Georgia-Pacific's fair and equitable share of such response costs.

18 **THIRD CLAIM FOR RELIEF AGAINST OFFICEMAX**

19 **(Declaratory Relief Under CERCLA)**

20 43. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
21 through 42, inclusive, as though set forth in full.

22 44. Pursuant to 28 U.S.C. § 2201, there is an actual controversy between the
23 parties regarding their duties and obligations with respect to the response costs that
24 have been incurred and will continue to be incurred in connection with the release and
25 threatened release of hazardous substances at the Site. Georgia-Pacific is entitled to a
26 declaration under 42 U.S.C. § 9613(g)(2) that (a) Defendants are jointly and severally
27 liable and responsible under 42 U.S.C. § 9607(a) for the response costs which have
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1 been and will continue to be incurred by Georgia-Pacific at the Site, including
2 prejudgment interest; or (b) Defendants are liable under 42 U.S.C. § 9613(f) for
3 contribution to the response costs Georgia-Pacific has incurred and will continue to
4 incur at the Site, including prejudgment interest, for amounts in excess of Georgia-
5 Pacific's fair and equitable share of such costs.

6 45. The declaratory relief sought herein is necessary and appropriate, and in
7 the interest of justice, because it will obviate the need for multiple lawsuits and
8 provide complete resolution of the dispute between the parties.

9 **FOURTH CLAIM FOR RELIEF AGAINST OFFICEMAX**
10 **(Declaratory Relief Pursuant to the Declaratory Judgment Act)**
11 **(28 U.S.C. §§ 2201, 2202)**

12 46. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
13 through 45, inclusive, as though set forth in full.

14 47. Under this claim for relief, Georgia-Pacific seeks declaratory relief under
15 federal law to determine the respective legal rights and obligations of the parties to
16 this action.

17 48. Georgia-Pacific is informed and believes, and based thereon alleges, that
18 all legal liability, whether arising from federal or state statutory law, or from the
19 common law, which may in the future be asserted by any individual or entity, public or
20 private, arising from or related to the contamination of and at the Site, as alleged herein,
21 is the sole and actual and/or joint and several responsibility of OfficeMax. Therefore,
22 Georgia-Pacific is entitled to a judicial declaration that OfficeMax is liable to indemnify
23 Georgia-Pacific for all future damages and costs that may be suffered by Georgia-
24 Pacific as a result of the contamination of the Site or, in the alternative, that OfficeMax
25 are liable to contribute to and reimburse Georgia-Pacific for such damages and costs
26 including, without limitation, costs or damages awarded in legal or administrative
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1 actions, costs of compliance with any judicial or administrative order, and costs of
2 litigation including attorneys' fees.

3 **FIFTH CLAIM FOR RELIEF AGAINST OFFICEMAX**

4 **(Declaratory Relief Under State Law)**

5 **(Cal Code Civ. Proc. §1060)**

6 49. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
7 through 48, inclusive, as though set forth in full.

8 50. Georgia-Pacific is informed and believes, and based thereon alleges, that
9 all legal liability, whether arising from federal or state statutory law, or from the
10 common law, which may in the future be asserted by any individual or entity, public
11 or private, arising from or related to the contamination of and at the Site, as alleged
12 herein, is the sole and actual and/or joint and several responsibility of OfficeMax.
13 Therefore, Georgia-Pacific is entitled to a judicial declaration that OfficeMax is liable
14 to indemnify Georgia-Pacific for all future damages and costs that may be suffered by
15 Georgia-Pacific.

16 **SIXTH CLAIM FOR RELIEF AGAINST OFFICEMAX**

17 **(Implied Equitable Indemnity)**

18 51. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
19 through 50, inclusive, as though set forth in full.

20 52. Except as otherwise pleaded by Georgia-Pacific, Georgia-Pacific denies
21 all liability with respect to the claims alleged in this action. However, to the extent
22 that Georgia-Pacific may be subject to any liability, such liability is purely secondary,
23 imputed, vicarious or technical, and primary liability would attach to OfficeMax and
24 is attributable to its acts and omissions, which include, but are not limited to, releasing
25 hazardous substances into soil, surface water, and groundwater at the Site and failing
26 to prevent the migration of these hazardous substances to adjoining properties.
27 Should Georgia-Pacific be held liable in any counterclaim, OfficeMax is liable to
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1 Georgia-Pacific for either total or partial equitable indemnity for any costs, expenses
2 or damages incurred or awarded, and for Georgia-Pacific’s attorneys’ fees and costs of
3 litigation.

4 **SEVENTH CLAIM FOR RELIEF AGAINST OFFICEMAX**

5 **(Continuing Nuisance)**

6 53. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
7 through 52, inclusive, as though set forth in full.

8 54. Defendants created conditions at the Site which constitute a continuing
9 nuisance by conducting operations at the Site which resulted in the release of
10 hazardous substances at or around the Site, which migrated and continue to migrate
11 into the environment. In addition, Defendants failed to initiate investigation,
12 monitoring, remediation, or abatement of the nuisance, all in violation of California
13 Civil Code § 3479.

14 55. The contamination at the Site is actually and practicably abatable by
15 reasonable measures and without unreasonable cost.

16 56. The contamination at the Site constitutes a nuisance and has interfered
17 with, and continues to interfere with, Georgia-Pacific’s use and enjoyment of the Site,
18 and has created a risk to human health and the environment.

19 57. As a direct and proximate result of Defendants’ activities, Georgia-
20 Pacific has incurred and will continue to incur damages in an amount subject to proof
21 at trial, including but not limited to, costs of the investigation, assessment, monitoring,
22 and remediation of the nuisance; loss of property value; loss of future rent; costs to
23 repair and restore the Site to proper condition; statutory costs; and other damages as a
24 result of the continuing nuisance for which Defendants are responsible.

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1 64. OfficeMax alleges that as a result of its past ownership and operations at
2 the Site at the time of disposal of hazardous substances, Louisiana-Pacific is liable
3 under CERCLA § 107(a), 42 U.S.C. § 9607(a), for the release or threatened release of
4 “hazardous substances” into the soils and/or sediments, surface water and
5 groundwater beneath the Site area. Discovery conducted to date supports these
6 allegations. Therefore, on information and belief, Georgia-Pacific also alleges that as
7 a result of its past ownership and operations at the Site at the time of disposal of
8 hazardous substances, Louisiana-Pacific is liable under CERCLA § 107(a), 42 U.S.C.
9 § 9607(a), for the release or threatened release of “hazardous substances” into the soils
10 and/or sediments, surface water and groundwater beneath the Site area.

11 65. Georgia-Pacific is informed and believes, and based thereon alleges, that
12 as a direct and proximate result of Louisiana-Pacific’s and others’ release and
13 threatened release of hazardous substances on the soil and into the surface and
14 groundwater of the Site, it has incurred and will incur necessary response costs,
15 including costs to assess and investigate the nature and extent of contamination.
16 Georgia-Pacific further alleges that it will continue to incur response costs in the
17 future as a result of Louisiana-Pacific’s continued release and threatened release of the
18 above-described hazardous substances to the environment. Additionally Georgia-
19 Pacific alleges that as a direct and proximate result of Louisiana-Pacific’s actions, it is
20 entitled to recover and obtain reimbursement and/or contribution for all past, present,
21 and future response costs from Louisiana-Pacific, pursuant to CERCLA, 42 U.S.C. §§
22 9607(a) and 9613(f).

23 66. Georgia-Pacific seeks cost recovery, reimbursement and/or contribution
24 from Louisiana-Pacific based on its status as an owner, operator, discharger, arranger
25 and transporter of hazardous materials, substances, and wastes pursuant to CERCLA,
26 42 U.S.C. §§ 9607(a) and 9613(f), for all response costs, together with interest
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1 thereon, that Georgia-Pacific has incurred and will incur as a result of the release of
2 hazardous substances into the environment.

3 **TENTH CLAIM FOR RELIEF AGAINST**

4 **LOUISIANA-PACIFIC**

5 **(Declaratory Relief Pursuant to CERCLA, 42 U.S.C. §§ 9607 and 9613)**

6 67. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
7 through 66, inclusive, as though set forth in full.

8 68. Because the full extent and magnitude of the contamination of the Site is
9 not fully known at this time, and contamination has not yet been fully mitigated
10 (assuming any mitigation is required), Georgia-Pacific will continue to incur
11 necessary response costs including but not limited to investigatory, remedial and
12 removal expenses, attorneys’ fees and interest in the future.

13 69. OfficeMax alleges that Louisiana-Pacific is liable under CERCLA, 42
14 U.S.C. §§ 9607(a) and 9613(f). Discovery conducted to date supports this allegation.
15 Therefore, on information and belief, Georgia-Pacific also alleges that Louisiana-
16 Pacific is liable under CERCLA, 42 U.S.C. §§ 9607(a) and 9613(f). Georgia-Pacific
17 further alleges that it is entitled to a declaratory judgment as provided for in
18 CERCLA, 42 U.S.C. § 9613(g)(2) establishing liability of Louisiana-Pacific for such
19 costs and damages for the purpose of this and any subsequent action or actions and
20 declaring that (1) Louisiana-Pacific is jointly and severally liable for its response costs
21 for which it is alleged to be liable, or alternatively, is liable for contribution for its
22 equitable allocation thereof, (2) all relevant actions taken by Georgia-Pacific are
23 consistent with the NCP, and (3) Georgia-Pacific has acted reasonably and in good
24 faith and is not liable under CERCLA to any third party or Louisiana-Pacific in any
25 manner, as a result of disposals and releases of hazardous substances to the
26 environment by Louisiana-Pacific and others as alleged herein, or alternatively, has a
27 de minimis or zero equitable allocation or share of the same.

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1 70. Georgia-Pacific further requests that this Court, after entering a
2 declaratory judgment as prayed herein, retain jurisdiction over this action, pursuant to
3 28 U.S.C. § 2202, and grant Georgia-Pacific such further relief against Louisiana-
4 Pacific as is necessary and proper to effectuate the Court’s declaration.

5 **ELEVENTH CLAIM FOR RELIEF AGAINST**

6 **LOUISIANA-PACIFIC**

7 **(Declaratory Relief Pursuant to the Declaratory Judgment Act)**

8 **(28 U.S.C. §§2201, 2202)**

9 71. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
10 through 70, inclusive, as though set forth in full.

11 72. Under this claim for relief, Georgia-Pacific seeks declaratory relief under
12 federal law to determine the respective legal rights and obligations of the parties to
13 this action.

14 73. On information and belief, OfficeMax alleges that all legal liability,
15 whether arising from federal or state statutory law, or from the common law, which
16 may in the future be asserted by any individual or entity, public or private, arising
17 from or related to the contamination of and at the Site, as alleged herein, is the sole
18 and actual and/or joint and several responsibility of Louisiana-Pacific. Discovery
19 conducted to date supports these allegations. Therefore, on information and belief,
20 Georgia-Pacific also alleges that all legal liability, whether arising from federal or
21 state statutory law, or from the common law, which may in the future be asserted by
22 any individual or entity, public or private, arising from or related to the contamination
23 of and at the Site, as alleged herein, is the sole and actual and/or joint and several
24 responsibility of Louisiana-Pacific. Georgia-Pacific further alleges that it is entitled to
25 a judicial declaration that Louisiana-Pacific is liable to indemnify it for all future
26 damages and costs that may be suffered by it as a result of the contamination of the
27 Site or, in the alternative, that Louisiana-Pacific is liable to contribute to and

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1 reimburse it for such damages and costs including, without limitation, costs or
2 damages awarded in legal or administrative actions, costs of compliance with any
3 judicial or administrative order, and costs of litigation including attorneys' fees.

4 **TWELFTH CLAIM FOR RELIEF AGAINST**

5 **LOUISIANA-PACIFIC**

6 **(Declaratory Relief Under State Law**

7 **(Cal. Code Civ. Proc., § 1060)**

8 74. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
9 through 73, inclusive, as though set forth in full.

10 75. On information and belief, OfficeMax alleges that all legal liability,
11 whether arising from federal or state statutory law, or from the common law, which
12 may in the future be asserted by any individual or entity, public or private, arising
13 from or related to the contamination of and at the Site, as alleged herein, is the sole
14 and actual and/or joint and several responsibility of Louisiana-Pacific. Discovery
15 conducted to date supports these allegations. Therefore, on information and belief,
16 Georgia-Pacific also alleges that all legal liability, whether arising from federal or
17 state statutory law, or from the common law, which may in the future be asserted by
18 any individual or entity, public or private, arising from or related to the contamination
19 of and at the Site, as alleged herein, is the sole and actual and/or joint and several
20 responsibility of Louisiana-Pacific. Georgia-Pacific further alleges that it is entitled to
21 a judicial declaration that Louisiana-Pacific is liable to indemnify it for all future
22 damages and costs that may be suffered by it as a result of the contamination of the
23 Site or, in the alternative, that Louisiana-Pacific is liable to contribute to and
24 reimburse it for such damages and costs including, without limitation, costs or
25 damages awarded in legal or administrative actions, costs of compliance with any
26 judicial or administrative order, and costs of litigation including attorneys' fees.

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1 3480. OfficeMax further alleges that Louisiana-Pacific's failure to maintain and
2 remediate the Site has created conditions which unreasonably and substantially
3 interfere with and obstruct the community's free use and enjoyment of the adjoining
4 and nearby properties, including but not limited to the coastal trail park. Additionally,
5 OfficeMax alleges that the conditions created by Louisiana-Pacific are offensive to the
6 senses, are injurious to health, and obstruct the free use and comfortable enjoyment of
7 property, thereby constituting a nuisance within the meaning of Civil Code sections
8 3479 and 3480, which nuisance, on information and belief, is continuing and abatable.
9 Discovery conducted to date supports these allegations. Therefore, on information
10 and belief, Georgia-Pacific also alleges that beginning at a date unknown, and
11 continuing to the present, the hazardous substances that Louisiana-Pacific used,
12 disposed, discharged, deposited, spilled, released and/or arranged for the release on
13 the soil and into the surface and groundwater located on, beneath and adjacent to the
14 Site have created a continuing public nuisance within the meaning of Civil Code
15 §§3479 and 3480. Georgia-Pacific further alleges that Louisiana-Pacific's failure to
16 maintain and remediate the Site has created conditions which unreasonably and
17 substantially interfere with and obstruct the community's free use and enjoyment of
18 the adjoining and nearby properties, including but not limited to the coastal trail park.
19 Additionally, Georgia-Pacific alleges that the conditions created by Louisiana-Pacific
20 are offensive to the senses, are injurious to health, and obstruct the free use and
21 comfortable enjoyment of property, thereby constituting a nuisance within the
22 meaning of Civil Code sections 3479 and 3480, which nuisance, on information and
23 belief, is continuing and abatable.

24 80. The nuisance has specifically affected Georgia-Pacific by virtue of the
25 damages it has incurred to date as alleged above.

26 81. OfficeMax alleges that Louisiana-Pacific, as owner and possessor of the
27 Site, was the cause of and neglected to abate the continuing nuisance on the Site and
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1 adjacent properties. Discovery conducted to date supports these allegations.
 2 Therefore, on information and belief, Georgia-Pacific also alleges that Louisiana-
 3 Pacific, as owner and possessor of the Site, was the cause of and neglected to abate the
 4 continuing nuisance on the Site and adjacent properties.

5 82. OfficeMax alleges that the community at large has not consented nor
 6 does consent to this nuisance. OfficeMax further alleges that Louisiana-Pacific should
 7 have known that neither the community at large, nor any other future owner of the Site
 8 and adjacent properties, would consent to this nuisance. Georgia-Pacific has not
 9 consented to this nuisance and Louisiana-Pacific should have known that it would not
 10 consent to it. Discovery conducted to date supports these allegations. Therefore, on
 11 information and belief, Georgia-Pacific also alleges that the community at large has
 12 not consented nor does consent to this nuisance, and that Louisiana-Pacific should
 13 have known that neither the community at large, nor any other future owner of the Site
 14 and adjacent properties, would consent to this nuisance.

15 **FIFTEENTH CLAIM FOR RELIEF AGAINST**

16 **THE CITY OF FORT BRAGG**

17 **(Liability for Cost Recovery and Contribution**

18 **Pursuant to CERCLA, 42 U.S.C. §§ 9607 and 9613)**

19 83. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
 20 through 82, inclusive, as though set forth in full.

21 84. OfficeMax alleges that during the City of Fort Bragg's prior and current
 22 ownership and/or operation of its historical and current sanitary sewer system and
 23 stormwater system, significant quantities of toxic substances and wastes regulated
 24 under CERCLA were disposed of onto and from the Site, where – if Georgia-Pacific's
 25 allegations are true – there has been a release or threatened release of hazardous
 26 substances into the environment. OfficeMax further alleges that as a result, the City
 27 of Fort Bragg is liable under CERCLA § 107(a), 42 U.S.C. § 9607(a)(1) and (2), for
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1 the release or threatened release of “hazardous substances” into the soils and/or
2 sediments, surface water, and groundwater beneath the Site area. Discovery
3 conducted to date supports these allegations. Therefore, on information and belief,
4 Georgia-Pacific also alleges that during the City of Fort Bragg’s prior and current
5 ownership and/or operation of its historical and current sanitary sewer system and
6 stormwater system, significant quantities of toxic substances and wastes regulated
7 under CERCLA were disposed of onto and from the Site, where there has been a
8 release or threatened release of hazardous substances into the environment. Georgia-
9 Pacific further alleges that as a result, the City of Fort Bragg is liable under CERCLA
10 § 107(a), 42 U.S.C. § 9607(a)(1) and (2), for the release or threatened release of
11 “hazardous substances” into the soils and/or sediments, surface water, and
12 groundwater beneath the Site area.

13 85. OfficeMax alleges that by virtue of the intentional collection and
14 transmission of stormwater and sanitary sewer water by the City of Fort Bragg’s
15 sewer and stormwater systems and related conveyances whereby stormwater and
16 wastewater was and is disposed of onto and from the Site, the City of Fort Bragg
17 arranged for the treatment and/or disposal of wastes which, have released or which
18 threaten to release hazardous substances into the environment, rendering the City of
19 Fort Bragg liable under §107(a) of CERCLA, 42 U.S.C. 9607(a)(3). Discovery
20 conducted to date supports these allegations. Therefore, on information and belief,
21 Georgia-Pacific also alleges that by virtue of the intentional collection and
22 transmission of stormwater and sanitary sewer water by the City of Fort Bragg’s
23 sewer and stormwater systems and related conveyances whereby stormwater and
24 wastewater was and is disposed of onto and from the Site, the City of Fort Bragg
25 arranged for the treatment and/or disposal of wastes which, have released or which
26 threaten to release hazardous substances into the environment, rendering the City of
27 Fort Bragg liable under §107(a) of CERCLA, 42 U.S.C. 9607(a)(3).

1 necessary response costs including but not limited to investigatory, remedial and
2 removal expenses, attorneys' fees and interest in the future.

3 90. OfficeMax alleges that the City of Fort Bragg is liable under CERCLA,
4 42 U.S.C. §§ 9607(a) and 9613(f). Discovery conducted to date supports this
5 allegation. Therefore, on information and belief, Georgia-Pacific also alleges that that
6 the City of Fort Bragg is liable under CERCLA, 42 U.S.C. §§ 9607(a) and 9613(f).
7 Georgia-Pacific further alleges that it is entitled to a declaratory judgment as provided
8 for in CERCLA, 42 U.S.C. § 9613(g)(2) establishing liability of the City of Fort
9 Bragg for such costs and damages for the purpose of this and any subsequent action or
10 actions and declaring that (1) the City of Fort Bragg is jointly and severally liable for
11 its response costs for which it is alleged to be liable, or alternatively, is liable for
12 contribution for its equitable allocation thereof, (2) all relevant actions taken by
13 Georgia-Pacific are consistent with the NCP, and (3) Georgia-Pacific has acted
14 reasonably and in good faith and is not liable under CERCLA to any third party or the
15 City of Fort Bragg in any manner, as a result of disposals and releases of hazardous
16 substances to the environment by the City of Fort Bragg and others as alleged herein,
17 or alternatively, has a de minimis or zero equitable allocation or share of the same.

18 91. Georgia-Pacific further requests that this Court, after entering a
19 declaratory judgment as prayed herein, retain jurisdiction over this action, pursuant to
20 28 U.S.C. § 2202, and grant Georgia-Pacific such further relief against the City of Fort
21 Bragg as is necessary and proper to effectuate the Court's declaration.

22 **SEVENTEENTH CLAIM FOR RELIEF AGAINST**

23 **THE CITY OF FORT BRAGG**

24 **(Declaratory Relief Pursuant to the Declaratory Judgment Act)**

25 **(28 U.S.C. §§2201, 2202)**

26 92. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
27 through 91, inclusive, as though set forth in full.

1 96. On information and belief, OfficeMax alleges that all legal liability,
2 whether arising from federal or state statutory law, or from the common law, which
3 may in the future be asserted by any individual or entity, public or private, arising
4 from or related to the contamination of and at the Site, as alleged herein, is the sole
5 and actual and/or joint and several responsibility of the City of Fort Bragg. Discovery
6 conducted to date supports these allegations. Therefore, on information and belief,
7 Georgia-Pacific also alleges that all legal liability, whether arising from federal or
8 state statutory law, or from the common law, which may in the future be asserted by
9 any individual or entity, public or private, arising from or related to the contamination
10 of and at the Site, as alleged herein, is the sole and actual and/or joint and several
11 responsibility of the City of Fort Bragg. Georgia-Pacific further alleges that it is
12 entitled to a judicial declaration that the City of Fort Bragg is liable to indemnify it for
13 all future damages and costs that may be suffered by it as a result of the contamination
14 of the Site or, in the alternative, that the City of Fort Bragg is liable to contribute to
15 and reimburse it for such damages and costs including, without limitation, costs or
16 damages awarded in legal or administrative actions, costs of compliance with any
17 judicial or administrative order, and costs of litigation including attorneys' fees.

18 **NINETEENTH CLAIM FOR RELIEF AGAINST**
19 **THE CITY OF FORT BRAGG**
20 **(Implied Equitable Indemnity)**

21 97. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
22 through 96, inclusive, as though set forth in full.

23 98. Except as otherwise pleaded by Georgia-Pacific, Georgia-Pacific denies
24 all liability with respect to the claims alleged in this action. However, to the extent
25 that it may be subject to any liability, such liability is purely secondary, imputed,
26 vicarious, or technical, and primary liability would attach to the City of Fort Bragg
27 and is attributable to its acts and omissions, which include, but are not limited to,
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1 releasing hazardous substances into soil, surface water, and groundwater at the Site
2 and failing to prevent the migration of these hazardous substances to adjoining
3 properties. Should Georgia-Pacific be held liable in any counterclaim, the City of Fort
4 Bragg is liable to Georgia-Pacific for either total or partial equitable indemnity for any
5 costs, expenses or damages incurred or awarded, and for Georgia-Pacific’s attorneys’
6 fees and costs of litigation.

7 **TWENTIETH CLAIM FOR RELIEF AGAINST**
8 **THE CITY OF FORT BRAGG**
9 **(Continuing Public Nuisance pursuant to**
10 **California Civil Code §§ 3479 and 3480)**

11 99. Georgia-Pacific hereby incorporates the allegations of paragraphs 1
12 through 98, inclusive, as though set forth in full.

13 100. OfficeMax alleges that beginning at a date unknown, and continuing to
14 the present, the hazardous substances that the City of Fort Bragg used, disposed,
15 discharged, deposited, spilled, released and/or arranged for the release on the soil and
16 into the surface and groundwater located on, beneath and adjacent to the Site have
17 created a continuing public nuisance within the meaning of Civil Code sections 3479
18 and 3480. OfficeMax further alleges that the City of Fort Bragg’s failure to maintain
19 and remediate the Site has created conditions which unreasonably and substantially
20 interfere with and obstruct the community’s free use and enjoyment of the adjoining
21 and nearby properties, including but not limited to the coastal trail park. Additionally,
22 OfficeMax alleges that the conditions created by the City of Fort Bragg are offensive
23 to the senses, are injurious to health, and obstruct the free use and comfortable
24 enjoyment of property, thereby constituting a nuisance within the meaning of Civil
25 Code sections 3479 and 3480, which nuisance, on information and belief, is
26 continuing and abatable. Discovery conducted to date supports these allegations.
27 Therefore, on information and belief, Georgia-Pacific also alleges that beginning at a
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1 date unknown, and continuing to the present, the hazardous substances that the City of
2 Fort Bragg used, disposed, discharged, deposited, spilled, released and/or arranged for
3 the release on the soil and into the surface and groundwater located on, beneath and
4 adjacent to the Site have created a continuing public nuisance within the meaning of
5 Civil Code sections 3479 and 3480. Georgia-Pacific further alleges that the City of
6 Fort Bragg's failure to maintain and remediate the Site has created conditions which
7 unreasonably and substantially interfere with and obstruct the community's free use
8 and enjoyment of the adjoining and nearby properties, including but not limited to the
9 coastal trail park. Additionally, Georgia-Pacific alleges that the conditions created by
10 the City of Fort Bragg are offensive to the senses, are injurious to health, and obstruct
11 the free use and comfortable enjoyment of property, thereby constituting a nuisance
12 within the meaning of Civil Code sections 3479 and 3480, which nuisance, on
13 information and belief, is continuing and abatable.

14 101. The nuisance has specifically affected Georgia-Pacific by virtue of the
15 damages it has incurred to date as alleged above.

16 102. OfficeMax alleges that the City of Fort Bragg, as owner and/or operator
17 of the current and historical stormwater system, which conveys significant quantities
18 of toxic substances onto the Site, was the cause of and neglected to abate the
19 continuing nuisance on the Site and adjacent properties. Discovery conducted to date
20 supports these allegations. Therefore, on information and belief, Georgia-Pacific also
21 alleges that the City of Fort Bragg, as owner and/or operator of the current and
22 historical stormwater system, which conveys significant quantities of toxic substances
23 onto the Site, was the cause of and neglected to abate the continuing nuisance on the
24 Site and adjacent properties.

25 103. OfficeMax alleges that the community at large has not consented nor
26 does consent to this nuisance. OfficeMax further alleges that the City of Fort Bragg
27 should have known that neither the community at large, nor any other future owner of
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1 the Site and adjacent properties, would consent to this nuisance. Georgia-Pacific has
 2 not consented to this nuisance and the City of Fort Bragg should have known that it
 3 would not consent to it. Discovery conducted to date supports these allegations.
 4 Therefore, on information and belief, Georgia-Pacific also alleges that the community
 5 at large has not consented nor does consent to this nuisance, and that the City of Fort
 6 Bragg should have known that neither the community at large, nor any other future
 7 owner of the Site and adjacent properties, would consent to this nuisance.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Georgia-Pacific prays for judgment as follows:

- 10 1. For recovery in an amount to be determined at trial from Defendants,
 11 jointly and severally, for the response costs and other damages and
 12 expenses Georgia-Pacific has incurred and will continue to incur in
 13 connection with the release and threatened release of hazardous
 14 substances at and from the Site;
- 15 2. For recovery in amount to be determined at trial from Defendants for
 16 contribution to the response costs and other damages and expenses
 17 Georgia-Pacific has incurred and will continue to incur in excess of its
 18 own equitable share of such costs arising from the release and threatened
 19 release of hazardous substances at and from the Site;
- 20 3. For a declaration pursuant to CERCLA, federal Declaratory Judgment
 21 Act, and state law, that (a) Defendants are jointly and severally liable and
 22 responsible under 42 U.S.C. § 9607(a) for the response costs which have
 23 been and will continue to be incurred by Georgia-Pacific at the Site,
 24 including prejudgment interest; or (b) Defendants are liable under 42
 25 U.S.C. § 9613(f) for contribution to the response costs Georgia-Pacific
 26 has incurred and will continue to incur at the Site, including prejudgment
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interest, in excess of Georgia-Pacific's fair and equitable share of such costs; and

4. For damages according to proof at trial against Defendants, including but not limited to, Georgia-Pacific's costs incurred for investigating, assessing, monitoring, and remediating the Site; loss of property value due to the existence of contamination at the Site; loss of future rent; costs to repair and restore the Site to proper condition; statutory costs; and other damages according to proof at trial.
5. For prejudgment interest at the legal rate;
6. For attorneys' fees, expert witness' fees, consultants' fees and costs, as appropriate; and
7. For such other and further relief as the Court deems just and proper.

DATED: May 20, 2013

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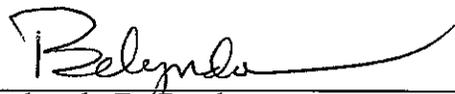
By: 
 Belynda B. Reck
 Attorney for Plaintiff and Counter-Defendant
 GEORGIA-PACIFIC LLC

JURY DEMAND

Pursuant to Rule 38(d) of the Federal Rules of Civil Procedure, Plaintiff Georgia-Pacific demands a jury trial on any issue triable as of right by a jury.

DATED: May 20, 2013

HUNTON & WILLIAMS LLP

By: 
Belynda B. Reck
Attorney for Plaintiff and Counter-Defendant
GEORGIA-PACIFIC LLC

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