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Attorneys for Defendant Geo-Logic Associates

IN THE DISTRICT COURT OF GUAM

GOVERNMENT OF GUAM,) Civil Case No. 24 -00011

Plaintiff,)

vs.)

**ANSWER OF DEFENDANT
GEO-LOGIC ASSOCIATES**

GERSHMAN, BRICKNER & BRATTON,)
INC.; BLACK CONSTRUCTION)
CORPORATION; BROWN & CALDWELL)
GEO-LOGIC ASSOCIATES f/k/a VECTOR)
ENGINEERING, INC. f/k/a AUSENCO)
VECTOR; and GHD, INC. f/k/a WINZLER &)
KELLY,)

Defendants.)

GEO-LOGIC ASSOCIATES (“Answering Defendant”) responds to Plaintiff’s
Complaint with Jury Demand (ECF No. 1) (the “Complaint”) as follows.

1. Answering Defendant admits the allegations in Paragraphs 52 of the
Complaint.

2. Answering Defendant lacks knowledge or information sufficient to form a
belief about the truth of the allegations in Paragraphs 2, 10, 11, 12, 13, 14, 15, 16, 17, 18,
20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44,
45, 46, 47, 48, 49, 50, 51, 55, 56, 57, 61, 62, 64, 65, 66, 67, 70, 72, 73, 74, 76, 77, 78, 79,
81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 93, 94, 95, 96, 97, 98, 100, 101, 104, 105, 106,

108, 109, 110, 111, 112, 113, 114, 115, 116, 119, 123, 124, 125, 126, 127, 129, 130, 131, 132, 133, 134, 136, 137, 138, 139, 143, 144, 145, 146, 147, 148, 149, 150, 151, 153, 154, 155, 156, 157, 159, 168, 169, 170, 171, 172, 173, 174, 175, 176, 178, 179, and 180 of the Complaint, and deny those allegations on that basis.

3. Answering Defendant denies the allegations in Paragraphs 4, 6, 7, 21, 53, 58, 59, 63, 69, 71, 75, 80, 92, 99, 102, 103, 107, 120, 121, 122, 128, 135, 140, 141, 160, 162, 163, 164, and 165 of the Complaint.

4. Responding to Paragraph 1 of the Complaint, Answering Defendant admits that the Court appointed Gershman, Brickner & Bratton, Inc. (“GBB”) as receiver with authority over the Ordot Dump, but denies all other allegations in that paragraph based on lack of information or belief.

5. Responding to Paragraph 3 of the Complaint, Answering Defendant admits that GBB hired contractors to develop, implement and oversee the closure of the Ordot Dump, but denies all other allegations in that paragraph.

6. Responding to Paragraph 5 of the Complaint, Answering Defendant admits that it designed a perimeter leachate collection system for the existing Ordot Dump, but denies all other allegations in that paragraph.

7. Responding to Paragraph 8 of the Complaint, Answering Defendant admits that changes were made, which were approved by Plaintiff and/or the federal government, which did not impact the function or quality of the end product, but denies all other allegations in that paragraph.

8. Responding to Paragraph 9 of the Complaint, Answering Defendant admits that changes were made, which were approved by Plaintiff and/or the federal government, which did not impact the end product, but denies all other allegations in that paragraph.

9. Responding to Paragraph 19 of the Complaint, Answering Defendant admits that it is organized and exists under the laws of California, and that its principal office is located in Ontario, California, but denies all other allegations in that paragraph.

10. Responding to Paragraph 54 of the Complaint, Answering Defendant admits that the Help model estimates the amount of leachate that would be generated by the waste, but denies all other allegations in that paragraph.

11. Responding to Paragraph 60 of the Complaint, Answering Defendant denies that it constructed the final cap system, and lacks information or belief as to the other allegations in that paragraph and denies them on that basis.

12. Responding to Paragraph 68 of the Complaint, Answering Defendant admits that it designed a perimeter leachate collection system for the existing Ordot Dump, but denies all other allegations in that paragraph.

13. Responding to Paragraph 117 of the Complaint, Answering Defendant denies that it constructed any part of the Ordot Dump, and lacks information or belief as to the other allegations in that paragraph and denies them on that basis.

14. Responding to Paragraph 118 of the Complaint, Answering Defendant denies that it constructed any part of the Ordot Dump, and lacks information or belief as to the other allegations in that paragraph and denies them on that basis.

15. Responding to Paragraph 161 of the Complaint, Answering Defendant admits that it performed its scope of work concerning the Ordot Dump with skill, prudence

and diligence, but lacks knowledge or belief as to all other allegations in that paragraph and denies them on that basis.

16. Responding to Paragraph 167 of the Complaint, Answering Defendant admits that the Ordot Dump is located on Guam, but lacks knowledge or belief as to all other allegations in that paragraph and denies them on that basis.

17. Responding to Paragraphs 142, 152, 158, 166, and 177 of the Complaint, Answering Defendant refers to and incorporates herein its responses to the paragraphs of the Complaint referred to therein.

18. Answering Defendant denies all allegations in the Complaint not expressly admitted herein.

AFFIRMATIVE DEFENSES

Answering Defendant hereby identifies defenses currently known to it upon which it intends to rely in its defense herein. Answering Defendant, however, reserves the right to seasonably identify such additional defenses as may be discovered during the course of this proceeding.

1. The Complaint in whole or in part fails to state a claim for which relief can be granted against Answering Defendant.

2. Plaintiff's claims against Answering Defendant are barred by the economic loss doctrine.

3. The work performed by Answering Defendant was approved and accepted by Plaintiff and/or its agents acting with authority on Plaintiff's behalf.

4. The work performed by Answering Defendant was approved and accepted by the federal Environmental Protection Agency and/or other federal agencies or officers.

5. Answering Defendant exercised and possessed that degree of skill, care, and learning ordinarily exercised or possessed by the average qualified engineering professional taking into account the existing state of knowledge and practice in engineering.

6. Answering Defendant exercised and possessed the degree of skill and knowledge ordinarily exercised or possessed by other engineering professionals in good standing on Guam under similar circumstances.

7. In all professional services rendered by Answering Defendant, it possessed and exercised the degree of skill, care, and learning ordinarily possessed and exercised by members of the profession in good standing and practicing in the same locality or in the similar localities. At all times, Answering Defendant used reasonable care and diligence in the exercise of skill and application of learning in performing its work and at all times during such work Answering Defendant acted according to its best professional judgment.

8. The professional services provided by Answering Defendant were the services ordinarily used by engineering professionals on Guam at that time, and at no time was Answering Defendant negligent. On the contrary, Answering Defendant performed each and every act of professional services properly and efficiently and in the manner most uniformly approved and followed by the engineering profession.

9. Answering Defendant further alleges that any alleged injuries claimed by Plaintiff were due to its own negligence and/or circumstances over which Answering Respondent had no control.

10. Plaintiff's claims are barred because it failed to mitigate its damages.

11. The claims are barred by the doctrine of laches.

12. The claims are barred because Answering Defendant's acts or omissions were not the proximate cause of Plaintiff's alleged injuries.

13. Plaintiff's claims are barred based on the doctrine of contributory negligence, or comparative negligence, pursuant to 18 GUAM CODE ANNOTATED ("G.C.A.") Section 90108.

14. Plaintiff's claims are barred, in whole or in part, by failure to be timely made within the applicable statute of limitations periods, including, but not limited to 7 G.C.A. Sections 11303, 11305, 11306, 11307 and 11312.

15. Any injuries suffered by Plaintiff were caused by persons besides Answering Defendant and the negligence of those parties must be determined for purposes of comparative negligence.

16. Plaintiff's claims against Answering Defendant are barred by the doctrine of waiver.

17. Plaintiff's claims against Answering Defendant are barred by the doctrine of estoppel.

18. Plaintiff's claims against Answering Defendant are barred due to the intervening, superceding negligence of one or more third parties, including the other parties to this action and/or non parties.

19. Plaintiff lacks standing to bring some or all of the claims alleged herein against Answering Defendant.

20. Plaintiff lacks the legal capacity to bring some or all of the claims alleged herein against Answering Defendant.

21. Plaintiff has failed to join all necessary and/or indispensable parties.

22. The Court lacks subject matter jurisdiction over Plaintiff's claim against Answering Defendant.

WHEREFORE, Answering Defendant prays that:

1. Plaintiff's Complaint be dismissed;
2. Judgment be entered in favor of Answering Defendant on Plaintiff's Complaint;
3. Answering Defendant be awarded its costs of this proceeding; and
4. For such other and further relief deemed just by the Court.

Dated this 2nd day of August, 2024.

THOMPSON THOMPSON & ALCANTARA, P.C.
Attorneys for Defendant Geo-Logic Associates

By: _____

MITCHELL F. THOMPSON

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CERTIFICATE OF SERVICE

I hereby certify that I have caused a copy of the Answer of Geo-Logic Associates, filed in the above matter on August 2, 2024 to be served upon the following persons via electronic service using the CM/ECF system on August 2, 2024.

James B. Saylor	jsaylor@kelleydrye.com
John Dalston Smith Gilmour	jgilmour@kelleydrye.com
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D. Graham Botha, Jr.	gbotha@oagguam.org
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Dated this 2nd day of August, 2024.

THOMPSON THOMPSON & ALCANTARA, P.C.
Attorneys for Defendant Geo-Logic Associates

By: _____

MITCHELL F. THOMPSON



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