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11 GEORGIA-PACIFIC LLC

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA

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16 GEORGIA-PACIFIC LLC,
17 Plaintiff,
18 v.
19 OFFICEMAX INCORPORATED,
20 LOUISIANA-PACIFIC
CORPORATION, AND THE CITY OF
21 FORT BRAGG,
22 Defendants.

CASE NO.: 12-02797-WHO
**STIPULATION AND ORDER
REGARDING PRODUCTION OF
INVOICES AND NON-WAIVER OF
PRIVILEGE**
Judge: Hon. William H. Orrick
Complaint Filed: May 31, 2012
Amd. Complaint Filed: June 4, 2012
2nd Amd. Complaint Filed: May 21, 2013

23
24 AND RELATED COUNTERCLAIMS
AND CROSSCLAIMS

JURY TRIAL DEMANDED

1 Plaintiff and Counter-Defendant Georgia-Pacific LLC (“Georgia-Pacific”),
2 Defendant and Counter-Plaintiff OfficeMax Incorporated (“OfficeMax”), Defendant
3 and Counter-Plaintiff Louisiana-Pacific Corporation (“Louisiana-Pacific”), and
4 Defendant and Counter-Plaintiff City of Fort Bragg (collectively “the parties”)
5 stipulate and declare as follows:

6 **WHEREAS**, Georgia-Pacific has made a claim for past and future costs
7 associated with investigation and cleanup of the former lumber mill site in Fort Bragg,
8 California that is the subject of this litigation (the “Lumber Mill Site”);

9 **WHEREAS**, in the interest of expediting the litigation and to facilitate the
10 mediation process employed by the parties, Georgia-Pacific intends to produce
11 invoices documenting past costs associated with investigation and cleanup of the
12 Lumber Mill Site, even though Georgia-Pacific does not intend to include all of these
13 costs in the claim for which it is seeking reimbursement from the defendants, and later
14 will specifically identify those costs;

15 **WHEREAS**, Georgia-Pacific has compiled a set of invoices documenting past
16 costs associated with investigation and cleanup of the Lumber Mill Site in PDF and
17 organized by vendor and invoice number;

18 **WHEREAS**, some of the invoices associated with investigation and cleanup of
19 the Lumber Mill Site are from law firms and consultants and describe work that
20 Georgia-Pacific contends is subject to the attorney-client privilege and/or the work
21 product privilege;

22 **WHEREAS**, Federal Rule of Evidence 502(d) states that “[a] federal court may
23 order that the [attorney-client] privilege or [work product] protection is not waived by
24 disclosure connected with the litigation pending before the court – in which event the
25 disclosure is also not a waiver in any other federal or state proceeding”;

1 **NOW, THEREFORE**, the parties through their respective attorneys of record,
2 stipulate as follows as to the aforementioned production of invoices:

- 3 1. The disclosure and production of the cost invoices shall not waive attorney-
4 client privilege or work product privilege in this or any other litigation as to any
5 of the underlying work or communications described in the invoices.
- 6 2. The production of these invoices shall not waive any privilege or protection in
7 this or any other litigation as to any work or activities described in any of these
8 invoices that are associated with costs that later will not be claimed to be
9 recoverable in this case.
- 10 3. Nothing in this stipulation shall be deemed to be an admission regarding the
11 privileged status or relevance of any documents that have been produced or
12 sought to be produced in this action.
- 13 4. These invoices shall be produced on or before September 13, 2013 on CDs, in
14 PDF, organized by vendor and sequentially by invoice number, and the
15 requirements set forth in the Joint Plan Regarding Electronic Production of
16 Hard Copy Documents and Electronically Stored Information (Dkt No. 74)
17 shall not apply to production of these invoices.
- 18 5. Except as it relates to a party's obligations regarding documents that it expects
19 are privileged, nothing in this stipulation shall alter a party's obligations under
20 Fed. R. Civ. P. 26(a)(1)(A) and (e)(1).
- 21 6. Should Georgia-Pacific claim that any document produced pursuant to this
22 agreement is privileged, Georgia-Pacific waives the right to claim that a party,
23 their law firm or any expert or consultant that has reviewed the document shall
24 be recused or that any sanction shall apply as a result of the direct or indirect
25 knowledge of the contents of the document.
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1 DATED: September __, 2013

HUNTON & WILLIAMS LLP

2 By: /s/ Belynda Reck
3 Belynda Reck
4 Attorney for Plaintiff and Counter-
5 Defendant
6 GEORGIA-PACIFIC LLC

6 DATED: September __, 2013

LEWIS BRISBOIS BISGAARD & SMITH LLP

7 By: /s/ R. Gaylord Smith
8 R. Gaylord Smith
9 Attorney for Defendant, Counter-
10 Plaintiff
11 OFFICEMAX INCORPORATED

11 DATED: September __, 2013

BASSI EDLIN HUIE & BLUM LLP

12 By: /s/ Noel Edlin
13 Noel Edlin
14 Attorney for Defendant and Counter-
15 Plaintiff
16 THE CITY OF FORT BRAGG

16 DATED: September __, 2013

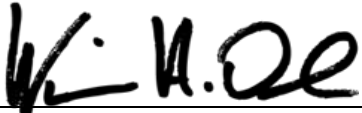
BRADLEY ARANT BOULT CUMMINGS LLP

17 By: /s/ Tara Sky Woodward
18 Tara Sky Woodward
19 Attorney for Defendant and Counter-
20 Plaintiff
21 LOUISIANA-PACIFIC CORPORATION

21 ** Filer attests that concurrence in the filing of this document has been obtained from
22 R. Gaylord Smith, Tara Sky Woodward, and Noel Edlin.

23 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

24
25 DATED: September 13, 2013

26 
27 Hon. William H. Orrick
28 United States District Judge