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Hunton & Williams LLP  
550 South Hope Street, Suite 2000  
Los Angeles, California 90071-2627

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

GEORGIA-PACIFIC LLC,  
Plaintiff,  
v.  
OFFICEMAX INCORPORATED and  
BOISE CASCADE, L.L.C.,  
Defendants.

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AND RELATED COUNTERCLAIMS

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

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AND RELATED COUNTERCLAIMS

CASE NO.: 12-02797 RS

~~[PROPOSED]~~ JOINT PLAN  
REGARDING ELECTRONIC  
PRODUCTION OF HARD COPY  
DOCUMENTS AND  
ELECTRONICALLY STORED  
INFORMATION

Judge: Hon. Richard Seeborg

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

1 Pursuant to Rule 26(f), the parties enter into this Joint Plan regarding Production of  
2 Hard Copy Documents and Electronically Stored Information (“ESI”). The Parties  
3 agree that this joint plan for ESI production may be appended to the Rule 26(f)  
4 Report.

5 **A. Electronic Production of Hard Copy Documents.**

6 1. The Parties agree that documents existing in hard copy form should be  
7 produced in single-page Group IV, 300-dpi TIFF format and accompanied by an  
8 Opticon and IPRO load file (or other generally acceptable load file format). Each  
9 TIFF file will be given a unique file name that matches the Bates number label on the  
10 corresponding page. The accompanying load file shall contain (a) ProdBeg, (b)  
11 ProdEnd, (c) BegAttach, (d) EndAttach, and (e) custodian name. The full extracted or  
12 OCR text should be included and produced at a document level and located in the  
13 same folder as their respective document image or OCR/TEXT folder.

14 2. In scanning hard copy documents, distinct documents shall not be  
15 merged into a single record, and single documents shall not be split into multiple  
16 records (*i.e.*, paper documents should be logically unitized). The Parties will  
17 undertake best efforts to unitize documents correctly.

18 3. Text of hard copy documents shall be extracted using industry-standard  
19 OCR technology. Text files shall not contain the redacted portions of the documents.

20 4. Documents containing color shall, to the extent reasonably possible be  
21 produced in color. However, the producing party has the option to request that parties  
22 seeking copies of documents containing color pay the additional cost of such  
23 production.

24 5. The Parties agree that this Joint Agreement governs only the format of  
25 electronic production of documents, and does not preclude a request for the  
26 production of documents by inspection of hard copy documents as they are kept in the  
27 usual course of business.

1           **B. Production of ESI**

2           6. The Parties agree that, except as provided herein, ESI shall be produced  
3 in single-page Group IV TIFF, 300-dpi format and accompanied by an Opticon and  
4 IPRO load file (or other generally acceptable load file format) that contains document  
5 boundaries. Each TIFF file shall be given a unique file name that matches the Bates  
6 number label on the corresponding page.

7           7. The Parties agree that certain fields of metadata shall be preserved,  
8 collected, and produced. The extracted text from electronic documents shall be  
9 provided in a metadata text field. Metadata information should be produced in the  
10 Concordance DAT file format. The DAT file shall provide, where reasonably  
11 available and transferable, the following metadata fields for both email and non-email  
12 electronic files: source ("Source" fields shall be populated in a way that identifies the  
13 original location or custodian of the data, or with information reasonably sufficient to  
14 allow for authentication of the record. It is distinguished from "filepath" fields which  
15 specify unique locations in file systems), document type (indicating whether the  
16 document is an email, an email attachment or a file) hash value (see description  
17 below), date created, date modified, date accessed filepath and filename, page count,  
18 file size, file extension, beginning and ending bates numbers, attachment range, and  
19 native path link. To the extent reasonably available and transferable, e-mail will have  
20 the additional metadata: date sent, date received, to, from, cc, bcc, and subject. Other  
21 "embedded metadata" need not be produced, but the Parties reserve all rights in the  
22 future to seek, with respect to specific documents, any metadata not produced by the  
23 other Party.

24           8. Common system and program files (including those defined by the NIST  
25 library (<http://www.nsrl.nist.gov/>), those commonly used by e-discovery vendors to  
26 exclude system, non-content bearing files (e.g., logos, web page icons and lines) and  
27

1 program files) need not be processed, reviewed or produced. Additional files may be  
2 added to the list of excluded files by agreement of the Parties.

3 9. Each of the metadata and coding fields set forth in Paragraph 7, to the  
4 extent that they are available for extraction, shall be extracted and produced for that  
5 document. The Parties are not obligated to populate manually any of the fields in  
6 Paragraph 7 if such fields cannot be reasonably extracted from a document, with the  
7 exception of the beginning and ending Bates numbers, the attachment range, and the  
8 custodian, which should be populated by the Party or the Party's vendor.

9 10. Spreadsheets shall be produced as a native document file along with the  
10 extracted text, relevant metadata identified in Paragraph 7, and a link to the native file  
11 in the load file. A TIFF file will also be provided accompanying the file that has been  
12 produced in native format. The TIFF version of the spreadsheet will also have a  
13 confidentiality endorsement, if applicable, and a Bates number endorsement. The  
14 TIFF file image of the spreadsheet will include all worksheets, fields and rows  
15 unhidden, fully expanded and printed over and then down if the width is wider than  
16 one sheet. However, if a document includes redacted information, it need not be  
17 produced in native format, but shall be produced along with extracted text and  
18 applicable metadata fields except to the extent the extracted text or metadata fields are  
19 themselves redacted.

20 11. PowerPoint documents shall be processed with hidden slides and all  
21 speaker notes unhidden, and shall be processed to show both the slide and the  
22 speaker's notes on the TIFF image.

23 12. As noted above, documents containing color shall, to the extent  
24 reasonably possible, be produced in color (at the expense of the parties receiving color  
25 copies). In the event a document cannot be reproduced in color, the producing Party  
26 shall advise the requesting Party of this fact.

1 13. Removal of duplicate documents shall only be done on exact duplicate  
2 documents (based on MD5 or SHA-1 hash values at the document level or by message  
3 ID and other standard vendor methodology for e-mail) across custodians. However,  
4 family relationships will be maintained and only exact email family groups will be de-  
5 duplicated. No email attachment will be de-duplicated against a loose file.  
6 Responsive hard copy documents shall not be eliminated as duplicates of responsive  
7 ESI. If, following consultation between the Parties, global de-duplication across the  
8 entire collection is agreed to, a field will be provided that lists each custodian,  
9 separated by a semicolon, who was a source of that document.

10 14. If any file requires proprietary software to open, then the Parties shall  
11 meet and confer regarding the most reasonable and cost effective manner to allow all  
12 Parties to have full access to the file.

13 **C. Miscellaneous**

14 15. The Parties agree to work together by exchanging sample production to  
15 ensure that all Parties receive productions in a format that works for them. The Parties  
16 acknowledge that as discovery proceeds, issues regarding specific items or particular  
17 file formats may arise that are not addressed in or are not contemplated by this  
18 agreement. The Parties agree to revisit and amend this agreement as necessary to  
19 ensure that all Parties receive full disclosure of all pertinent information, and to  
20 accommodate the practical realities governing their respective electronic document  
21 capabilities. Any Party may petition the Court for a variance from these terms in the  
22 event of unforeseen or unusual circumstances that could result in excessive costs or  
23 burden.

24 16. This stipulation shall not pertain to documents that are required to be, or  
25 are, produced as part of expert disclosures or discovery. The Parties shall meet and  
26 confer at least thirty days prior to the beginning of expert discovery in order to discuss  
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1 whether a stipulation regarding the manner for production of relevant documents can  
2 be agreed to.

3 17. Georgia-Pacific, OfficeMax and Boise Cascade have previously made  
4 demands on the City of Fort Bragg for production of documents pursuant to the  
5 California Public Records Act (“Act”). The Parties agree that any documents or other  
6 materials produced pursuant to the request under the Act, or any future request by a  
7 Party, shall also be deemed produced in this litigation.

8 DATED: January 3, 2013

HUNTON & WILLIAMS LLP

9  
10 By /s/ Belynda Reck  
11 Belynda Reck  
12 Attorneys for Plaintiff  
13 GEORGIA-PACIFIC, LLC

14 DATED: January 3, 2013

PILLSBURY WINTHROP SHAW PITTMAN

15  
16 By /s/ Mark Elliott  
17 Mark Elliott  
18 Attorneys for Defendants and  
19 Counterclaimants  
20 OFFICEMAX INCORPORATED  
21 and BOISE CASCADE, L.L.C.

22 DATED: January 3, 2013

BASSI EDLIN HUIE & BLUM LLP

23 By /s/ Noel Edlin  
24 Noel Edlin  
25 Attorneys for Third-Party Defendant  
26 THE CITY OF FORT BRAGG


1 DATED: January 3, 2013

WOMBLE CARLYLE SANDRIDGE  
& RICE, LLP

2  
3 By: /s/ Tara Sky Woodward  
4 Tara Sky Woodward  
5 Attorneys for Third-Party Defendant  
6 LOUISIANA-PACIFIC CORPORATION  
7

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

9  
10 DATED: January 7, 2013

  
11 Honorable Richard G. Seeborg  
12 United States District Court Judge  
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