

## Exhibit C

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CHEVRON CORPORATION,	X	
	:	11 Civ. 3718 (LAK)
Plaintiff,	:	
	:	
v.	:	
	:	
MARIA AGUINDA SALAZAR, <i>et al.</i> ,	:	
	:	
Defendants,	:	
	:	
-and-	:	
	:	
STEVEN DONZIGER, <i>et al.</i> ,	:	
	:	
Intervenors.	:	
	X	

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**CHEVRON CORPORATION’S APPENDIX TO ITS PRIVILEGE LOGS IN RESPONSE TO DEFENDANTS HUGO GERARDO CAMACHO NARANJO’S AND JAVIER PIAGUAJE PAYAGUAJE’S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS, FIRST SET OF INTERROGATORIES (AS REVISED), AND FIRST SET OF REQUESTS FOR ADMISSION**

Pursuant to Federal Rules of Civil Procedure 26, 33, 34, 37 and Local Rules 26.2 and 26.3 for the United States District Court for the Southern District of New York, as modified by this Court’s July 26, 2011 Order [DI 143], Plaintiff Chevron Corporation (“Chevron”) hereby submits its Appendix to Chevron’s Communications Privilege Log and Non-Communications Privilege Log (“Privilege Logs”), produced concurrently herewith in response to Defendants Hugo Gerardo Camacho Naranjo’s and Javier Piaguaje Payaguaje’s First Set of Requests for Production of Documents and Things, First Set of Interrogatories (as revised), and First Set of RequestS for Admission (collectively “the Requests”). The Privilege Logs submitted concurrently and this Appendix, incorporated by reference therein, assert the attorney-client

privilege, the work product doctrine, the common interest doctrine, the State of California or any other state private financial information privilege, and any other applicable privilege or immunity for only such COMMUNICATIONS, DOCUMENTS, or other tangible things that are non-objectionable, relevant, and responsive to the Requests. Any COMMUNICATIONS, DOCUMENTS, or other tangible things withheld on the basis of the attorney client privilege, the work product doctrine, or any other protection from disclosure have been treated as confidential material. Certain categories and date ranges of COMMUNICATIONS, DOCUMENTS, or other tangible things may include some DOCUMENTS or other materials subject to objection by Chevron, or that are not necessarily relevant or otherwise responsive. By including certain categories or date ranges on the Privilege Logs, Chevron does not waive, and hereby expressly reserves, any applicable objections, including but not limited to relevance, responsiveness, burden, and scope.<sup>1</sup>

## **DEFINITIONS**

### **A. Authors and Recipients**

Chevron's Privilege Logs contain categories of authors and recipients that are described in greater detail in this Appendix. These lists may not be exhaustive; they reflect Chevron's good faith effort following a reasonable search to identify appropriate authors and recipients of communications and other material as to which Chevron asserts privilege, work product, or other protection from disclosure.

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<sup>1</sup> Indeed, the Court substantially narrowed the scope of this litigation in an order released just this morning. See August 17, 2011 Memorandum Opinion, *Chevron Corp. v. Salazar et al.*, 11-cv-3718 (LAK) (S.D.N.Y.) (Dkt. 229) (dismissing in part the LAPs' twenty-eighth and thirty-first affirmative defenses). Chevron reserves the right to amend its privilege log as appropriate.

1. The term “OUTSIDE COUNSEL” means and refers to attorneys and staff working on behalf of attorneys, retained by CHEVRON, TEXACO, TEXPET, or any parent, subsidiary, or affiliated entity thereof, in connection with the LAGO AGRIO DISPUTES or related matters, including but not limited to the following law firms, attorneys, and staff, and any attorneys and staff working with them or at their direction in connection with the LAGO AGRIO DISPUTES or related matters:

- Adams, Hendon, Carson, Crow & Saenger, P.A.: George W. Saenger.
- Akin Gump Strauss Hauer & Feld LLP: Brian Pomper.
- Andrade & Asociados: Juan Carlos Andrade Davila.
- Arkin Kaplan Rice LLP: Stanley S. Arkin, Deana Davidian, Cathy Faber, Howard Kaplan, Joseph Matteo, Andrew Metzger, Sean O'Brien, Alan Pfeffer, and Lisa Solbakken.
- Ballard Spahr LLP: Arthur Makadon and Burt Rublin.
- Bass Berry & Sims, PLC: H. Lee Barfield II, C. David Killion, and Jessalyn H. Zeigler.
- Boies, Schiller & Flexner LLP: Victoria Aufiero, David R. Boyd, Rafael Calatrava, Meredith Dearborn, Catherine Duong, Marwa Elbially, Donald Flexner, Jeremy M. Goldman, Shira Liu, Damien Marshall, Darien Meyer, John Neukom, Maxwell Pritt, Beko Reblitz-Richardson, Will Riffelmacher, Christina Seki, Adam R. Shaw, Jonathan Shaw, David W. Shapiro, Josh Sheptow, Carlos Sires, Tiphonie Sparks, Helen Torres, and David Zifkin.
- Bustamante & Bustamante: Diego Bustamante.
- Callejas & Asociados: Adolfo Callejas, Patricio Campuzano, Enrique Carvajal, Diego Larrea, and Alberto Racines.

- Cordero, Moreno & Corral: Jose Cordero Acosta and Rodrigo Cordero.
- Coronel Y Pérez: Hernand Pérez and Boanerges Rodríguez Freire.
- Crowell & Moring LLP: Peter Allgeier, Kent A. Gardiner, and Theodore Posner.
- Durette Bradshaw PLC: Wyatt B. Durette Jr. and Kevin Funk.
- Fragomen, Del Rey, Bernsen & Loewy, P.C.: Timothy S. Barker and Susan Bierenbaum.
- Gibson, Dunn & Crutcher LLP: Cyrus Benson, Robert C. Blume, Michael D. Bopp, Theodoe J. Boutrous Jr., Rachel S. Brass, Frederick A. Brown, Joseph P. Busch III, Scott J. Calfas, Christopher Chorba, Patrick W. Dennis, Ethan D. Dettmer, Patrick Doris, Thomas H. Dupree Jr., Scott A. Edelman, Lauren J. Elliot, Miguel A. Estrada, Douglas Michael Fuchs, Oscar Garza, Amy L. Goodman, Howard S. Hogan, Thomas G. Hungar, Christopher M. Joralemon, Scott M. Knutson, Daniel M. Kolkey, Brian J. Lane, Jonathan K. Layne, Judith Alison Lee, Robert W. Loewen, Raymond B. Ludwiszewski, Richard W. Mark, Randy M. Mastro, Matthew D. McGill, Thomas J.P. McHenry, Mitri J. Najjar, Karl G. Nelson, Andrea E. Neuman, G. Charles Nierlich, Theodore B. Olson, Mark A. Perry, Daniel J. Plaine, Julian W. Poon, Philip Rocher, Saptak Santra, George A. Schieren, Mark K. Schonfeld, Peter E. Seley, Laurence Shore, Orin Snyder, Alexander H. Southwell, Maurice M. Suh, John J. Sullivan, William E. Thomson, Jeffrey Trinklein, Stephen E. Tsoneff, Andrew S. Tulumello, John N. Viverito, James A. Walden, Robert C. Walters, Robert L. Weigel, Joseph D. West, and Meryl L. Young.
- Holland & Knight LLP: George Mencio.
- Jones Day: Henry Asbill, Emil Bayko, Steven Bennett, Martha Boersch, Michael Buhler, Gregory Castanias, John Cline, Thomas Cullen Jr., Michael Davitt, Fernando De Ovando, Thomas Demitrack, Brett Dick, David DiMeglio, Thomas Donnelly, Lester Droller,

Kathryn Fenton, Mercedes Fernandez, Louis Fisher, Joshua Fuchs, Melissa Gorsaline, Michael Graham, Timothy Hoxie, Scott Levine, Christopher Lovrien, Ian Lupson, Thomas Lynch, Nancy Mackimm, Thomas Mahlich, Teresa Maloney, C. Kevin Marshall, Laurent Martinet, Patrick McCartan, Kevin McDonald, Carmen G. McLean, Caroline Mitchell, Robert Mittelstaedt, James O'Bannon, William O'Reilly, James Olson, Yolanda Orozco, Stephen Pearson, Thomas Rector, Sharyl Reisman, Michael Rice, Candace Ridgway, Luis Riesgo, David Rutkowski, Iain Seow, Craig Shuttleworth, Luke Sobota, Craig Stewart, Barnaby Stueck, James Teater, Peter Wang, Raymond Wiacek, and John Williams.

- Kean Miller LLP: Louis Grossman, Esteban Herrera, Bill Jarman, Len Kilgore, Trey McCowan, and Mike Phillips.
- King & Spalding: Roberto Aguirre Luzi, Juan Alcala, Griffin Bell, Doak Bishop, Jim Boswell, John Bowman, George Branch, Steve Brody, Pat Brumbaugh, Jeffrey Bucholtz, Kevin Buster, James Castello, Dick Cirillo, Paul Clement, Ann Cook, Wade Coriell, Charles Correll, John Crespo, Ken Culotta, Joe Dorn, Ken Fleuriet, Ted Hester, Jody Hunt, Edward Kehoe, Dan King, Nolan Leake, Joe Loveland, Richard Marooney, Bobby Meadows, Les Oakes, Catherine O'Neil, Steve Orava, Ashley Parrish, Kathy Rhyne, Brian Rosner, Mike Russ, Eric Schwartz, Jim Snyder, Cynthia Stroman, John Taylor, Chet Tisdale, Carmen Toledo, Jose Valera, Brian White, Dan Willoughby, Carol Wood, and Chris Wray.
- Knott & Glazier LLP: Laura P. Yee.
- Larreátegui, Meythaler & Zambrano Abogados: Dra. Patricia Villamarin Andrade, Dr. José Meythaler Baquero, Dra. Catalina Vasconez Bassante, Patricia Manotoa Bautista,

Dra. Lorena Villagomez Cabezas, María Fernanda Fabara Guerra, Diana Pinto Guerra, Esteban Santos López, María Isabel Caicedo Mafla, Florencia Coronel Meythaler, Dr. José Ruben Terán Naranjo, Andrés Rubio Puente, Dr. Cristian Hermosa Sánchez, Carolina Velásquez, and Grace Zaldumbide Vinueza.

- Mayer Brown LLP: Michael Kantor.
- Modrall, Sperling, Roehl, Harris & Sisk, P.A.: John J. Kelley and Marte D. Lightstone.
- Nutter, McClennen & Fish, LLP: Robert Ullmann, Robyn S. Maguire, Heather B. Repicky, and Jennifer A. Smith.
- Paul, Frank & Collins: Robert DiPalma, Kimberly A. Jillson, David M. Pocius, and Kristina M. Roomet.
- Pérez Bustamante & Ponce Abogados: José Rumazo Arcos, Sebastián Pérez Artea, Jorge Cevallos Jácome, Rodrigo Jijón L., Diego Pérez Ordóñez, Bruno Pineda, and Jaime Zaldumbide Serrano.
- Pillsbury Winthrop Shaw Pittman LLP: David Hopmann, Robert James, Terry Kee, and Alfred Pepin.
- Radey Thomas Yon & Clark, P.A.: Harry O. Thomas.
- Schulte Roth & Zabel LLP: Richard Morvillo.
- Skadden, Arps, Slate, Meagher & Flom LLP: Greg Craig, Ian John, and Neal Stoll.
- Smith Lillis Pitha LLP: Damien Lillis.
- Sonnenschein Nath & Rosenthal LLP: Robin Adams, Glenn Gritzner, Mark Weller, and Audrey Young.
- Steptoe & Johnson LLP: Edward Krauland, Lawrence Riff, and Kirsten Spira.

- Stern & Kilcullen LLC: Justin Marchetta, Stephen Plotnick, Mark Rufolo, Herbert J. Stern, and Samuel Stern.
- Taft Stettinius & Hollister LLP: R. Joseph Parker.
- Non-U.S. outside counsel retained in connection with potential recognition and enforcement actions and related matters outside the United States.

2. The term “IN-HOUSE COUNSEL” means and refers to in-house attorneys acting in a legal capacity, and staff working on behalf of such in-house attorneys, at CHEVRON, TEXACO, TEXPET, or any parent, subsidiary, or affiliated entity thereof, in connection with the LAGO AGRIO DISPUTES or related matters, including but not limited to the following: Lydia Beebe, Matt Berner, Warren Brechtel, Marcia Bunkley, Chris Butner, Mathias Cabour, Greta Cardozo, Mark Cervenka, Kathleen Chambers, David Cohen, Lupe Daly, John Doorlay, William R. Duck, Matt Dunn, Sylvia Garrigo, Edwin Gonzalez, Jo Ann Gore, Thomas Gottsegen, Evangeline Gutierrez, Rick Hansen, Harvey Hinman, Carrie Ho, Margaret Hoffman, Tracie Howard, Charles James, Mark Jones, Anthony Knaapen, Timothy R. Knutson, Jason Koler, Michael Kolis, J. Stephen Lastrapes, Mimi M. Lee, Stacy Lucas, Anna Lupian, C.N. “Sandy” Macfarlane, Jose Martin, Elizabeth Matthews, Pablo Meneses, David Moyer, Hewitt Pate, Rodrigo Pérez Pallares, Peggy Perser, Christine Peterson, Tina Pompey, Irma Preciado-Budke, Mayda Prego, E.J. Rankin, A.S. Allyson Rosa, Deborah S. Scott, Edward Scott, Eliane Setton, Frank Soler, Tanya Valli, Jaime Varela, J. Brent Vasconcellos, Ricardo Reis Veiga, Thomas Wise, and Charles Ziemba.

3. The term “CHEVRON OTHER IN-HOUSE” means and refers to any director, officer, employee, or contractor of CHEVRON, TEXACO, TEXPET, or any parent, subsidiary, or affiliated entity thereof.



4. The term “COMMON INTEREST COUNSEL” means and refers to attorneys, staff, agents, or representatives working on behalf of Ricardo Reis Veiga or Rodrigo Pérez Pallares in connection with the criminal prosecutions of them by the Republic of Ecuador, including but not limited to the following law firms, attorneys and staff, and any attorneys and staff working with them or at their direction in connection with the criminal prosecutions of Ricardo Reis Veiga or Rodrigo Pérez Pallares by the Republic of Ecuador:

- Covington & Burling LLP (counsel for Ricardo Reis Veiga): Enrique Armijo, Jason Criss, Thomas (“TL”) Cabbage, Emily Holness, Natalie MacLean Leino, and Alan Vinegrad.
- Donoso & Donoso Asociados (counsel for Ricardo Reis Veiga and Rodrigo Pérez Pallares): Jaime Rodrigo Donoso, Emiliano Javier Donoso Vinueza, and David E. Rivas Vinueza.
- Rivero Mestre LLP (counsel for Rodrigo Pérez Pallares): Paula Aguila, Leigh-Ann Buchanan, Claudia Colon, Carolina Cruz, Paul Dans, Catherine Grieve, Mariely Letona, Aylia Licor, Andrea De Lima, Alex Lorida, Jorge A. Mestre, Ana Muñoz, Consuelo De La Ossa, Victor Pelaez, Daniel Pelugyai, Andres Rivero, Adria Rodriguez, Alan Rolnick, Charlene Seda, Will Silcott, Alicia Torres, Rafaela Vianna, Erimar Von Der Osten, and Charlie Whorton.
- Williams & Connolly LLP (counsel for Ricardo Reis Veiga): Kevin Baine, Robert Cary, Peter Kahn, Christopher Looney, Beth Stewart, and Brendan Sullivan.

5. The term “REPRESENTATIVE” means and refers to any consultant or expert for CHEVRON, TEXACO, TEXPET, or any parent, subsidiary, or affiliated entity thereof in any matter (except DESIGNATED EXPERTS or WITHDRAWN DESIGNATED EXPERTS to the

extent of their designation or testimony in CHEVRON v. SALAZAR), as well as any other representative of CHEVRON, TEXACO, TEXPET, or any parent, subsidiary, or affiliated entity thereof, as the term “representative” is used in Fed. R. Civ. P. 26(b)(3), including but not limited to translators, document management companies, public relations consultants, data processing consultants, testifying experts in matters other than CHEVRON v. SALAZAR, non-testifying experts and consultants, and security firms. This category does not include any INVESTIGATOR.

6. The term “INVESTIGATOR” means and refers to any investigative firm or individual investigator retained by OUTSIDE COUNSEL in anticipation of litigation or in preparation for trial relating to the LAGO AGRIO DISPUTES or related matters.

7. The term “DESIGNATED EXPERT” means and refers to Dr. Vladimiro Alvarez Grau; Enrique Barrow Bourie; Dr. William D. Bellamy; Professor David Caron; Sandra Elena; Dr. Robert E. Hinchee; Dr. César Coronel Jones; Brent Kaczmarek; Dr. Michael Kelsh; Dr. Robert A. Leonard; Dr. Thomas McHugh; Dr. Gerald R. McMenamain; Professor Angel R. Oquendo; Professor Jan Paulsson; Dr. Gustavo Romero Ponce; Professor George Priest; M. Teresa Turell, Ph.D.; Dr. Robert F. Wasserstrom; and Michael Younger acting in their capacity as designated experts in CHEVRON v. SALAZAR.

8. The term “WITHDRAWN DESIGNATED EXPERT” means and refers to William D. DiPaolo; Joseph Dooley; Timothy Dutton QC; Alejandro Guzman Brito; Gus R. Lesnevich; Hector A. Mairal; Professor Keith Rayner; Professor Mitchell A. Seligson; Walter Spurrier; and Dr. Theodore D. Tomasi to the extent they acted in a capacity as a designated expert in CHEVRON v. SALAZAR.

9. The term “QUALIFIED THIRD PARTY” means and refers to any third party who has received or provided any DOCUMENT or COMMUNICATION that is subject to the work product doctrine or another protection, where disclosure of the DOCUMENT or COMMUNICATION was made with the reasonable expectation that the DOCUMENT or COMMUNICATION would not be conveyed to a party adverse to the party asserting the protection from disclosure.

**B. Terms and Descriptions**

As used in Chevron’s Privilege Log, the following terms and descriptions are defined as follows:

10. The term “1999 EMA” means and refers to the Environmental Management Act of 1999 passed by the Republic of Ecuador.

11. The term “AGUINDA LITIGATION” means and refers to the matters of *Maria Aguinda, et al., v. Texaco Inc.*, No. 93-cv-9327 and *Gabriel Ashanga Jota, et al., v. Texaco, Inc.*, No. 94-cv-9266, in the Southern District of New York.

12. The term “ARBITRAL PROCEEDINGS” means and refers to arbitral proceedings between CHEVRON or TEXACO and the Republic of Ecuador related to the LAGO AGRIO LITIGATION and arbitration related litigation, including but not limited to AAA arbitration proceedings between TEXACO and the Republic of Ecuador, BIT arbitration proceedings between CHEVRON and the Republic of Ecuador, commercial BIT arbitration proceeding between CHEVRON and the Republic of Ecuador, and the related actions seeking a stay of arbitration proceedings in Southern District of New York.

13. The term “CHEVRON” means and refers to Chevron Corporation.

14. The term “CHEVRON v. DONZIGER” and/or “CHEVRON v. SALAZAR” means and refers to the matters of *Chevron Corp. v. Donziger*, et al, Case No. 11-cv-0061 and *Chevron Corp. v. Salazar*, et al, Case No. 11-cv-3718, in the Southern District of New York, and any appeals therefrom.

15. The term “CONCESSION AREA” means and refers to the areas within the Oriente District of Eastern Ecuador in which TEXPET conducted petroleum exploration and production operations between 1964 and June 1990.

16. The term “COMMUNICATION” is used as defined in S.D.N.Y. Local Rule 26.3(c)(1).

17. The term “DOCUMENT” is used as defined in S.D.N.Y. Local Rule 26.3(c)(3).

18. The term “GOVERNMENT MATTERS” means and refers to any COMMUNICATIONS, analysis, or other work product relating to any government, government agency, or government official, including the United States Government, the Government of Ecuador, or any agency or official thereof, concerning the LAGO AGRIO DISPUTES.

19. The term “LAGO AGRIO LITIGATION” means and refers to the matter of *Maria Aguinda y Otros v. Chevron Corporation*, No. 002-2003, in the Provincial Court of Justice of Sucumbios, Ecuador, and related court filings and proceedings, the judgment entered against CHEVRON in that matter, and any appeals therefrom.

20. The term “LAGO AGRIO DISPUTES” means and refers to the disputes related to alleged hydrocarbon pollution in the CONCESSION AREA with TEXPET, TEXACO, or CHEVRON, comprising numerous legal proceedings, media campaigns, threats, intimidations, and other conduct.

21. The term “LAGO AGRIO PLAINTIFFS” means and refers to the named plaintiffs in the LAGO AGRIO LITIGATION, their counsel, public relations representatives, consultants, lobbyists, and other agents.

22. The term “PATTON BOGGS ACTION” means and refers to the acquisition of the Breaux-Lott Group by Patton Boggs, the conflict of interest between the Breaux-Lott Group’s work on behalf of Chevron and Patton Boggs’ work on behalf of the Lago Agrio Plaintiffs, and any related actions brought by or on behalf of Patton Boggs against Chevron and Gibson, Dunn & Crutcher LLP, including but not limited to *Patton Boggs LLP v. Chevron Corp.* et al, Case No. 1:11-cv-00799 (D.D.C.).

23. The term “REMEDIATION” means and refers to the following agreements and the performance of any legal obligation or scope of work contained therein: (1) Memorandum of Understanding between The Government of Ecuador, Petroecuador and Texaco Petroleum Company, Dec. 14, 1994; (2) Contract for Implementing of Environmental Work and Release From Obligations, Liability and Claims between the Republic, Petroecuador and TexPet, May 4, 1995; (3) Final Act and Release, Sept. 30, 1998; (4) Statement of Work; and (5) the Remedial Action Plan.

24. The term “SETTLEMENT AND RELEASE” means and refers to the settlement, remediation, and release agreements obtained by TEXACO and TEXPET in connection with the CONCESSION AREA, including but not limited to the 1994 Memorandum of Understanding, 1995 Settlement Agreement, the 1996 Municipality Releases, and the 1998 Final Release.

25. The term “TEXACO” means and refers to Texaco, Inc.

26. The term “TEXPET” means and refers to Texaco Petroleum Company.

Dated: August 17, 2011

New York, New York

GIBSON, DUNN & CRUTCHER LLP

/s/ Randy M. Mastro

Randy M. Mastro

200 Park Avenue

New York, New York 10166-0193

Telephone: 212.351.4000

Facsimile: 212.351.4035

Andrea E. Neuman

3161 Michelson Drive

Irvine, California 92612

Telephone: 949.451.3800

Facsimile: 949.451.4220

William E. Thomson

333 South Grand Avenue

Los Angeles, California 90071

Telephone: 213.229.7891

Facsimile: 213.229.6891