

# **Exhibit A**

Civil Action No. 1:16-cv-00595-APM

Proposed Final Judgment

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,

*Plaintiff,*

v.

IRON MOUNTAIN INC.,

and

RECALL HOLDINGS LTD.,

*Defendants.*

Civil Action No. 1:16-cv-00595-APM

Judge: Amit P. Mehta

**FINAL JUDGMENT**

WHEREAS, Plaintiff United States of America filed its Complaint on March 31, 2016, the United States and Defendants Iron Mountain Incorporated and Recall Holdings Limited, by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or admission by any party regarding any issue of fact or law;

AND WHEREAS, Defendants agree to be bound by the provisions of this Final Judgment pending its approval by the Court;

AND WHEREAS, the essence of this Final Judgment is the prompt and certain divestiture of certain rights or assets by the Defendants to assure that competition is not substantially lessened;

AND WHEREAS, the United States requires Defendants to make certain divestitures for the purpose of remedying the loss of competition alleged in the Complaint;

AND WHEREAS, Defendants have represented to the United States that the divestitures required below can and will be made and that Defendants will later raise no claim of hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions contained below;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is ORDERED, ADJUDGED AND DECREED:

**I. Jurisdiction**

This Court has jurisdiction over the subject matter of and each of the parties to this action. The Complaint states a claim upon which relief may be granted against Defendants under Section 7 of the Clayton Act, as amended (15 U.S.C. § 18).

**II. Definitions**

As used in this Final Judgment:

A. “Acquirer” or “Acquirers” means the entity or entities to whom Defendants divest the Divestiture Assets.

B. “Acquirer of the Appendix A Divestiture Assets” means Access or another entity to which Defendants divest the Appendix A Divestiture Assets.

C. “Acquirer(s) of the Appendix B Divestiture Assets” means the entity or entities to which Defendants divest the Appendix B Divestiture Assets.

D. “Iron Mountain” means Defendant Iron Mountain Incorporated, a Delaware corporation with its headquarters in Boston, Massachusetts, its successors and assigns, and its

subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

E. “Recall” means Defendant Recall Holdings Limited, an Australian public company limited by shares and registered in New South Wales under Australian law, with its headquarters in Norcross, Georgia, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

F. “Access” means Access CIG, LLC, a Delaware limited liability company headquartered in Livermore, California, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

G. “Appendix A Divestiture Assets” means:

1. The Records Management facilities listed in Appendix A; and
2. All tangible and intangible assets used in the operation of the Records

Management businesses associated with the Records Management facilities listed in Appendix A, including, but not limited to:

a. All tangible assets, including fixed assets, vehicles, garages, capital equipment, personal property, inventory, office furniture, materials, supplies, and other tangible property, and all assets used in connection with the Records Management facilities listed in Appendix A; all licenses, permits and authorizations issued by any governmental organization relating to the Records Management facilities listed in Appendix A; all contracts, teaming arrangements, agreements, leases, commitments, certifications, and understandings relating to the Records Management facilities listed in Appendix A; all customer lists relating to the

Records Management facilities listed in Appendix A; all customer contracts, accounts, and credit records relating to the Records Management facilities listed in Appendix A (other than for Split Multi-City Customers who choose to remain with Defendants); and all repair and performance records and all other records relating to the Records Management facilities listed in Appendix A; and

b. All intangible assets used in the development, production, servicing and sale of the Records Management services associated with the Records Management facilities listed in Appendix A, including all patents, licenses and sublicenses, intellectual property, copyrights, service marks, service names, technical information, computer software and related documentation, know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices, safety procedures for the handling of materials and substances, quality assurance and control procedures, and all manuals and technical information Defendants provide to their own employees, customers, suppliers, agents or licensees relating to the Records Management facilities listed in Appendix A.

H. “Appendix B Divestiture Assets” means:

1. The Records Management facilities listed in Appendix B; and
2. All tangible and intangible assets used in the operation of the Records

Management businesses associated with the Records Management facilities listed in Appendix B, including, but not limited to:

a. All tangible assets, including fixed assets, vehicles, garages, capital equipment, personal property, inventory, office furniture, materials, supplies, and other tangible property, and all assets used in connection with the Records Management facilities listed in

Appendix B; all licenses, permits and authorizations issued by any governmental organization relating to the Records Management facilities listed in Appendix B; all contracts, teaming arrangements, agreements, leases, commitments, certifications, and understandings relating to the Records Management facilities listed in Appendix B; all customer lists relating to the Records Management facilities listed in Appendix B; all customer contracts, accounts, and credit records relating to the Records Management facilities listed in Appendix B (other than for Split Multi-City Customers who choose to remain with Defendants); and all repair and performance records and all other records relating to the Records Management facilities listed in Appendix B; and

b. All intangible assets used in the development, production, servicing and sale of the Records Management services associated with the Records Management facilities listed in Appendix B, including all patents, licenses and sublicenses, intellectual property, copyrights, service marks, service names, technical information, computer software and related documentation, know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices, safety procedures for the handling of materials and substances, quality assurance and control procedures, and all manuals and technical information Defendants provide to their own employees, customers, suppliers, agents or licensees relating to the Records Management facilities listed in Appendix B.

I. “Divestiture Assets” means the Appendix A Divestiture Assets and Appendix B Divestiture Assets.

J. “Divestiture Records Management Facilities” means the Records Management facilities listed in Appendices A and B.

K. “Records Management” means the storage and management of physical records and the provision of services relating to physical records, such as transporting and indexing records.

L. “Split Multi-City Customer” means a Recall customer that, as of the date of divestiture of a Divestiture Records Management Facility, has records stored at both the Divestiture Records Management Facility and one or more other Recall Records Management facilities that are to be retained by Defendants. A Split Multi-City Customer does not include a Recall customer that has separate contracts for each Recall facility in which it stores records.

### **III. Applicability**

A. This Final Judgment applies to Iron Mountain and Recall, as defined above, and all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

B. If, prior to complying with Sections IV and V of this Final Judgment, Defendants sell or otherwise dispose of all or substantially all of their assets or of lesser business units that include the Divestiture Assets, they shall require the purchaser to be bound by the provisions of this Final Judgment. Defendants need not obtain such an agreement from the Acquirers of the assets divested pursuant to this Final Judgment.

#### **IV. Divestitures**

A. Defendants are ordered and directed, within 10 calendar days after consummation of the transaction sought to be enjoined by the Complaint, to divest the Appendix A Divestiture Assets in a manner consistent with this Final Judgment to Access or another Acquirer of the Appendix A Divestiture Assets acceptable to the United States, in its sole discretion. The United States, in its sole discretion, may agree to one or more extensions of this time period not to exceed sixty (60) calendar days in total, and shall notify the Court in such circumstances. Defendants agree to use their best efforts to divest the Appendix A Divestiture Assets as expeditiously as possible.

B. Defendants are ordered and directed, within ninety (90) calendar days after consummation of the transaction sought to be enjoined by the Complaint, or five (5) calendar days after notice of the entry of this Final Judgment by the Court, whichever is later, to divest the Appendix B Divestiture Assets in a manner consistent with this Final Judgment to an Acquirer or Acquirer(s) of the Appendix B Divestiture Assets acceptable to the United States, in its sole discretion. The United States, in its sole discretion, may agree to one or more extensions of this time period not to exceed sixty (60) calendar days in total, and shall notify the Court in such circumstances. Defendants agree to use their best efforts to divest the Appendix B Divestiture Assets as expeditiously as possible.

C. In the event Defendants are attempting to divest the Appendix A Divestiture Assets to an Acquirer other than Access, and in accomplishing the divestiture of the Appendix B Divestiture Assets ordered by this Final Judgment, Defendants promptly shall make known, by usual and customary means, the availability of the Divestiture Assets. Defendants shall inform any person making an inquiry regarding a possible purchase of the Divestiture Assets that they

are being divested pursuant to this Final Judgment and provide that person with a copy of this Final Judgment. Defendants shall offer to furnish to all qualified prospective Acquirers, subject to customary confidentiality assurances, all information and documents relating to the Divestiture Assets customarily provided in a due diligence process except such information or documents subject to the attorney-client privilege or work-product doctrine. Defendants shall make available such information to the United States at the same time that such information is made available to any other person.

D. Defendants shall provide the Acquirer(s) and the United States information relating to the personnel involved in the operation and management of the Divestiture Assets or the sale of Records Management services provided from the Divestiture Assets to enable the Acquirer(s) to make offers of employment. Defendants will not interfere with any negotiations by the Acquirer(s) to employ any Defendant employee whose primary responsibility is the operation and management of the Divestiture Assets or the sale of Records Management services provided from the Divestiture Assets.

E. Defendants shall permit prospective Acquirers of the Divestiture Assets to have reasonable access to personnel and to make inspections of the physical facilities of the Divestiture Assets; access to any and all environmental, zoning, and other permit documents and information; and access to any and all financial, operational, or other documents and information customarily provided as part of a due diligence process.

F. Defendants shall warrant to the Acquirer(s) that the Divestiture Assets will be operational on the date of sale.

G. Defendants shall not take any action that will impede in any way the permitting, operation, or divestiture of the Divestiture Assets.

H. Defendants shall warrant to the Acquirer(s) that there are no material defects in the environmental, zoning or other permits pertaining to the operation of the Divestiture Assets, and that following the sale of the Divestiture Assets, Defendants will not undertake, directly or indirectly, any challenges to the environmental, zoning, or other permits relating to the operation of the Divestiture Assets.

I. At the option of the Acquirer(s), Defendants shall enter into a Transition Services Agreement for any services that are reasonably necessary for the Acquirer(s) to operate any of the Divestiture Records Management Facilities for a period of up to six (6) months. The United States, in its sole discretion, may approve one or more extensions of this agreement for a total of up to an additional six (6) months. Defendants shall perform all duties and provide all services required of Defendants under the Transition Services Agreement. The terms and conditions of any contractual arrangement meant to satisfy this provision must be reasonably related to market conditions. Any amendments, modifications or extensions of the Transition Services Agreement may only be entered into with the approval of the United States, in its sole discretion.

J. For a period of one (1) year from the date of the sale of any Divestiture Assets to an Acquirer, Defendants shall allow any Split Multi-City Customer to terminate or otherwise modify its contract with Recall so as to enable the Split Multi-City Customer to transfer some or all of its records to that Acquirer without penalty or delay and shall not enforce any contractual provision providing for permanent withdrawal fees, retrieval fees, or other fees associated with transferring such customer's records from a Recall Records Management facility to a facility operated by the Acquirer; except that if a Split Multi-City Customer requests that Defendants physically transport such records to the Acquirer, nothing in this Section IV.J prohibits Defendants from charging: (1) either the transportation fees listed in the Split Multi-City

Customer's contract with Recall or \$.30 per carton, whichever is less; or (2) either the re-filing fees listed in the Split Multi-City Customer's contract with Recall or \$.45 per carton, whichever is less, if the Split Multi-City Customer requests that Defendants handle the re-filing of the cartons at the Acquirer's facility.

K. Within five (5) business days of the date of the sale of the Divestiture Assets to an Acquirer, Defendants shall send a letter, in a form approved by the United States in its sole discretion, to all Split Multi-City Customers of the Divestiture Records Management Facilities acquired by that Acquirer notifying the recipients of the divestiture and providing a copy of this Final Judgment. Defendants shall provide the United States a copy of their letter at least five (5) business days before it is sent. The letter shall specifically advise customers of the rights provided under Section IV.J of this Final Judgment. The Acquirer shall have the option to include its own letter with Defendants' letter.

L. Unless the United States otherwise consents in writing, the divestiture pursuant to Section IV, or by Divestiture Trustee appointed pursuant to Section V, of this Final Judgment, (1) shall include the entire Divestiture Assets (unless the United States in its sole discretion approves the divestiture of a subset of the Divestiture Assets), and (2) shall be accomplished in such a way as to satisfy the United States, in its sole discretion, that the Divestiture Assets can and will be used by the Acquirer(s) as part of a viable, ongoing Records Management business. Divestiture of the Divestiture Assets may be made to one or more Acquirers provided that in each instance it is demonstrated to the sole satisfaction of the United States that the Divestiture Assets will remain viable and the divestiture of such assets will remedy the competitive harm alleged in the Complaint. The divestitures, whether pursuant to Section IV or Section V of this Final Judgment,

- (1) shall be made to an Acquirer(s) that, in the United States' sole judgment, has the intent and capability (including the necessary managerial, operational, technical and financial capability) of competing effectively in the records management business; and
- (2) shall be accomplished so as to satisfy the United States, in its sole discretion, that none of the terms of any agreement between an Acquirer(s) and Defendants give Defendants the ability unreasonably to raise the Acquirer's costs, to lower the Acquirer's efficiency, or otherwise to interfere in the ability of the Acquirer(s) to compete effectively.

**V. Appointment of Divestiture Trustee**

A. If Defendants have not divested all of the Divestiture Assets within the time periods specified in Sections IV.A and IV.B, Defendants shall notify the United States of that fact in writing. Upon application of the United States, the Court shall appoint a Divestiture Trustee selected by the United States and approved by the Court to effect the divestiture of any remaining Divestiture Assets.

B. After the appointment of a Divestiture Trustee becomes effective, only the Divestiture Trustee shall have the right to sell the remaining Divestiture Assets. The Divestiture Trustee shall have the power and authority to accomplish the divestiture to an Acquirer(s) acceptable to the United States at such price and on such terms as are then obtainable upon reasonable effort by the Divestiture Trustee, subject to the provisions of Sections IV, V, and VI of this Final Judgment, and shall have such other powers as this Court deems appropriate. Subject to Section V.D of this Final Judgment, the Divestiture Trustee may hire at the cost and expense of Defendants any investment bankers, attorneys, or other agents, who shall be solely accountable to the Divestiture Trustee, reasonably necessary in the Divestiture Trustee's judgment to assist in the divestiture. Any such investment bankers, attorneys, or other agents shall serve on such terms and conditions as the United States approves including confidentiality requirements and conflict of interest certifications.

C. Defendants shall not object to a sale by the Divestiture Trustee on any ground other than the Divestiture Trustee's malfeasance. Any such objections by Defendants must be conveyed in writing to the United States and the Divestiture Trustee within ten (10) calendar days after the Divestiture Trustee has provided the notice required under Section VI.

D. The Divestiture Trustee shall serve at the cost and expense of Defendants pursuant to a written agreement, on such terms and conditions as the United States approves including confidentiality requirements and conflict of interest certifications. The Divestiture Trustee shall account for all monies derived from the sale of the assets sold by the Divestiture Trustee and all costs and expenses so incurred. After approval by the Court of the Divestiture Trustee's accounting, including fees for its services yet unpaid and those of any professionals and agents retained by the Divestiture Trustee, all remaining money shall be paid to Defendants and the trust shall then be terminated. The compensation of the Divestiture Trustee and any professionals and agents retained by the Divestiture Trustee shall be reasonable in light of the value of the Divestiture Assets to be sold by the Divestiture Trustee and based on a fee arrangement providing the Divestiture Trustee with an incentive based on the price and terms of the divestiture and the speed with which it is accomplished, but timeliness is paramount. If the Divestiture Trustee and Defendants are unable to reach agreement on the Divestiture Trustee's or any agents' or consultants' compensation or other terms and conditions of engagement within fourteen (14) calendar days of appointment of the Divestiture Trustee, the United States may, in its sole discretion, take appropriate action, including making a recommendation to the Court. The Divestiture Trustee shall, within three (3) business days of hiring any other professionals or

agents, provide written notice of such hiring and the rate of compensation to Defendants and the United States.

E. Defendants shall use their best efforts to assist the Divestiture Trustee in accomplishing the required divestiture. The Divestiture Trustee and any consultants, accountants, attorneys, and other agents retained by the Divestiture Trustee shall have full and complete access to the personnel, books, records, and facilities of the business to be divested, and Defendants shall develop financial and other information relevant to such business as the Divestiture Trustee may reasonably request, subject to reasonable protection for trade secret or other confidential research, development, or commercial information or any applicable privileges. Defendants shall take no action to interfere with or to impede the Divestiture Trustee's accomplishment of the divestiture.

F. After its appointment, the Divestiture Trustee shall file monthly reports with the United States and, as appropriate, the Court setting forth the Divestiture Trustee's efforts to accomplish the divestiture ordered under this Final Judgment. To the extent such reports contain information that the Divestiture Trustee deems confidential, such reports shall not be filed in the public docket of the Court. Such reports shall include the name, address, and telephone number of each person who, during the preceding month, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the Divestiture Assets, and shall describe in detail each contact with any such person. The Divestiture Trustee shall maintain full records of all efforts made to divest the Divestiture Assets.

G. If the Divestiture Trustee has not accomplished the divestiture ordered under this Final Judgment within six (6) months after its appointment, the Divestiture Trustee shall promptly file with the Court a report setting forth (1) the Divestiture Trustee's efforts to accomplish the required divestiture, (2) the reasons, in the Divestiture Trustee's judgment, why the required divestiture has not been accomplished, and (3) the Divestiture Trustee's recommendations. To the extent such reports contains information that the Divestiture Trustee deems confidential, such reports shall not be filed in the public docket of the Court. The Divestiture Trustee shall at the same time furnish such report to the United States which shall have the right to make additional recommendations consistent with the purpose of the trust. The Court thereafter shall enter such orders as it shall deem appropriate to carry out the purpose of the Final Judgment, which may, if necessary, include extending the trust and the term of the Divestiture Trustee's appointment by a period requested by the United States.

H. If the United States determines that the Divestiture Trustee has ceased to act or failed to act diligently or in a reasonably cost-effective manner, it may recommend the Court appoint a substitute Divestiture Trustee.

#### **VI. Notice of Proposed Divestiture**

A. Within two (2) business days following execution of a definitive divestiture agreement, Defendants or the Divestiture Trustee, whichever is then responsible for effecting the divestiture required herein, shall notify the United States of any proposed divestiture required by Section IV or V of this Final Judgment. If the Divestiture Trustee is responsible, it shall similarly notify Defendants. The notice shall set forth the details of the proposed divestiture and list the name, address, and telephone number of each person not previously identified who

offered or expressed an interest in or desire to acquire any ownership interest in the Divestiture Assets, together with full details of the same.

B. Within fifteen (15) calendar days of receipt by the United States of such notice, the United States may request from Defendants, the proposed Acquirer(s), any other third party, or the Divestiture Trustee, if applicable, additional information concerning the proposed divestiture, the proposed Acquirer(s), and any other potential Acquirer. Defendants and the Divestiture Trustee shall furnish any additional information requested within fifteen (15) calendar days of the receipt of the request, unless the parties shall otherwise agree.

C. Within thirty (30) calendar days after receipt of the notice or within twenty (20) calendar days after the United States has been provided the additional information requested from Defendants, the proposed Acquirer(s), any third party, and the Divestiture Trustee, whichever is later, the United States shall provide written notice to Defendants and the Divestiture Trustee, if there is one, stating whether or not it objects to the proposed divestiture. If the United States provides written notice that it does not object, the divestiture may be consummated, subject only to Defendants' limited right to object to the sale under Section V.C of this Final Judgment. Absent written notice that the United States does not object to the proposed Acquirer(s) or upon objection by the United States, a divestiture proposed under Section IV or Section V shall not be consummated. Upon objection by Defendants under Section V.C, a divestiture proposed under Section V shall not be consummated unless approved by the Court.

**VII. Financing**

Defendants shall not finance all or any part of any purchase made pursuant to Section IV or V of this Final Judgment.

**VIII. Hold Separate**

Until the divestiture required by this Final Judgment has been accomplished, Defendants shall take all steps necessary to comply with the Hold Separate Stipulation and Order entered by this Court. Defendants shall take no action that would jeopardize the divestiture ordered by this Court.

**IX. Affidavits**

A. Within twenty (20) calendar days of the filing of the Complaint in this matter, and every thirty (30) calendar days thereafter until the divestiture has been completed under Section IV or V, Defendants shall deliver to the United States an affidavit as to the fact and manner of its compliance with Section IV or V of this Final Judgment. Each such affidavit shall include the name, address, and telephone number of each person who, during the preceding thirty (30) calendar days, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the Divestiture Assets, and shall describe in detail each contact with any such person during that period. Each such affidavit shall also include a description of the efforts Defendants have taken to solicit buyers for the Divestiture Assets, and to provide required information to prospective Acquirers, including the limitations, if any, on such information. Assuming the information set forth in the affidavit is true and complete, any objection by the United States to information

provided by Defendants, including limitation on information, shall be made within fourteen (14) calendar days of receipt of such affidavit.

B. Within twenty (20) calendar days of the filing of the Complaint in this matter, Defendants shall deliver to the United States an affidavit that describes in reasonable detail all actions Defendants have taken and all steps Defendants have implemented on an ongoing basis to comply with Section VIII of this Final Judgment. Defendants shall deliver to the United States an affidavit describing any changes to the efforts and actions outlined in Defendants' earlier affidavits filed pursuant to this section within fifteen (15) calendar days after the change is implemented.

C. Defendants shall keep all records of all efforts made to preserve and divest the Divestiture Assets until one year after such divestiture has been completed.

#### **X. Compliance Inspection**

A. For the purposes of determining or securing compliance with this Final Judgment, or of any related orders such as any Hold Separate Stipulation and Order, or of determining whether the Final Judgment should be modified or vacated, and subject to any legally recognized privilege, from time to time authorized representatives of the United States Department of Justice, including consultants and other persons retained by the United States, shall, upon written request of an authorized representative of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to Defendants, be permitted:

- (1) access during Defendants' office hours to inspect and copy, or at the option of the United States, to require Defendants to provide hard copy or electronic copies of, all books, ledgers, accounts, records, data, and

documents in the possession, custody, or control of Defendants, relating to any matters contained in this Final Judgment; and

- (2) to interview, either informally or on the record, Defendants' officers, employees, or agents, who may have their individual counsel present, regarding such matters. The interviews shall be subject to the reasonable convenience of the interviewee and without restraint or interference by Defendants.

B. Upon the written request of an authorized representative of the Assistant Attorney General in charge of the Antitrust Division, Defendants shall submit written reports or response to written interrogatories, under oath if requested, relating to any of the matters contained in this Final Judgment as may be requested.

C. No information or documents obtained by the means provided in this section shall be divulged by the United States to any person other than an authorized representative of the executive branch of the United States, except in the course of legal proceedings to which the United States is a party (including grand jury proceedings), or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If at the time information or documents are furnished by Defendants to the United States, Defendants represent and identify in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure, and Defendants mark each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure," then the

United States shall give Defendants ten (10) calendar days notice prior to divulging such material in any legal proceeding (other than a grand jury proceeding).

**XI. Notification**

A. Unless such transaction is otherwise subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a (the “HSR Act”), Defendants, without providing advance notification to DOJ, shall not directly or indirectly acquire any assets of or any interest, including any financial, security, loan, equity or management interest, in any Records Management business located within a fifty (50) mile radius of any Iron Mountain Records Management facility in the metropolitan statistical areas associated with the cities listed in Appendix C during the term of this Final Judgment; provided that notification pursuant to this Section shall not be required where the assets or interest being acquired generated less than \$1 million in revenue from Records Management services in the most recent completed calendar year.

B. Such notification shall be provided to the DOJ in the same format as, and per the instructions relating to the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended, except that the information requested in Items 5 through 8 of the instructions must be provided only about Records Management. Notification shall be provided at least thirty (30) calendar days prior to acquiring any such interest, and shall include, beyond what may be required by the applicable instructions, the names of the principal representatives of the parties to the agreement who negotiated the agreement, and any management or strategic plans discussing the proposed transaction. If within the 30-day period after notification, representatives of the Antitrust Division make a written

request for additional information, Defendants shall not consummate the proposed transaction or agreement until thirty (30) calendar days after submitting all such additional information. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted in the same manner as is applicable under the requirements and provisions of the HSR Act and rules promulgated thereunder. This Section shall be broadly construed and any ambiguity or uncertainty regarding the filing of notice under this Section shall be resolved in favor of filing notice.

**XII. No Reacquisition**

Defendants may not reacquire any part of the Divestiture Assets during the term of this Final Judgment.

**XIII. Retention of Jurisdiction**

This Court retains jurisdiction to enable any party to this Final Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify any of its provisions, to enforce compliance, and to punish violations of its provisions.

**XIV. Expiration of Final Judgment**

Unless this Court grants an extension, this Final Judgment shall expire ten (10) years from the date of its entry.

**XV. Public Interest Determination**

Entry of this Final Judgment is in the public interest. The parties have complied with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, including making copies available to the public of this Final Judgment, the Competitive Impact Statement, and any

comments thereon and the United States' responses to comments. Based upon the record before the Court, which includes the Competitive Impact Statement and any comments and response to comments filed with the Court, entry of this Final Judgment is in the public interest.

Date: \_\_\_\_\_

Court approval subject to procedures of Antitrust Procedures and Penalties Act, 15 U.S.C. § 16

\_\_\_\_\_

United States District Judge

**Appendix A**

1. Recall's facility located at 1462 Corporate Center Drive, San Diego, California.
2. Recall's facility located at 17501 West 98<sup>th</sup> Street, #18-56, Lenexa, Kansas.
3. Recall's facility located at 41199 Van Born Road, Belleville, Michigan.
4. Recall's facility located at 8600 N.E. Underground Drive, Kansas City, Missouri.
5. Recall's facility located at 2863 Broadway Street, Cheektowaga, New York.
6. Recall's facility located at 9510 Rodney Street, Pineville, North Carolina.
7. Recall's facility located at 3835 South Alston Avenue, Durham, North Carolina.
8. Recall's facility located at 900 Aviation Parkway, Morrisville, North Carolina.
9. Recall's facility located at 7001 East 38<sup>th</sup> Street, Tulsa, Oklahoma.
10. Recall's facilities located at 1018 and 1103 Western Avenue, Pittsburgh, Pennsylvania.
11. Recall's facilities located at 923, 1003, 1004, 1009, and 1019 Bidwell Street, Pittsburgh, Pennsylvania.
12. Recall's facility located at 1101 West North Avenue, Pittsburgh, Pennsylvania.
13. Recall's facility located at 6543 Penn Avenue, Pittsburgh, Pennsylvania.
14. Recall's facility located at 1200 Allegheny Avenue, Pittsburgh, Pennsylvania.
15. Recall's facility located at 651 Mansfield Avenue, Green Tree, Pennsylvania.
16. Recall's facility located at 1605 Old Route 18, Wampum, Pennsylvania.
17. Recall's facility located at 209 Cove Run Road, East Brady, Pennsylvania.
18. Recall's facility located at 160-A Discovery Drive, Roebuck, South Carolina.
19. Recall's facility located at 3258 Ezell Pike, Nashville, Tennessee.

20. Recall's facility located at 611 N. Cherry Street, San Antonio, Texas.
21. Recall's facility located at 1790 Ruffin Mill Road, Colonial Heights, Virginia.
22. Recall's facilities located at 120 and 200 Giant Drive, Richmond, Virginia.

**Appendix B**

1. Recall's facility located at 6751 Discovery Boulevard, Mableton, Georgia.
2. Recall's facility located at 5945 Cabot Parkway, Suite 125, Alpharetta, Georgia.
3. Recall's facility located at 2148 American Industrial Way, Suite C&D, Chamblee, Georgia.
4. Recall's facility located at 3995 70<sup>th</sup> Avenue, Fife, Washington.

### Appendix C

1. Phoenix, Arizona
2. San Diego, California
3. Denver, Colorado
4. Jacksonville, Florida
5. Miami, Florida
6. Orlando, Florida
7. Atlanta, Georgia
8. Detroit, Michigan
9. Minneapolis, Minnesota
10. Kansas City, Missouri
11. St. Louis, Missouri
12. Las Vegas, Nevada
13. Buffalo, New York
14. Charlotte, North Carolina
15. Durham, North Carolina
16. Raleigh, North Carolina
17. Cleveland, Ohio
18. Tulsa, Oklahoma
19. Portland, Oregon
20. Pittsburgh, Pennsylvania
21. Greenville/Spartanburg, South Carolina
22. Nashville, Tennessee

23. Dallas, Texas
24. Houston, Texas
25. San Antonio, Texas
26. Richmond, Virginia
27. Seattle, Washington