U.S. Department of Justice

Antitrust Division

[Counsel for the Antitrust Division]
450 5th St., NW, Suite [X]
Washington, DC 20530
[Counsel's email]

[Date]

[Counsel for Company A
Law Firm
Address
City, State ZIP]

[Counsel for Company B
Law Firm
Address
City, State ZIP]

Re: Proposed Acquisition [Merger] of [Company B] by [and] [Company A]

Dear [Counsel]:

This letter sets forth the understandings between the Division, [Company A], and [Company B] in connection with the Proposed Acquisition. This letter contains the entire agreement of the Division and the Parties with respect to the subject matter of this letter, and supersedes any prior agreements, understandings, or negotiations, whether written or oral. This letter may be amended only in writing by agreement of the Division and the Parties. Capitalized terms in this letter have the meanings set forth in Section I below.

Rule 6(a) of the Federal Rules of Civil Procedure will apply to computing any period of time specified in this letter, except that that Earliest Closing Date may occur on a Saturday, Sunday, or legal holiday and is not extended by operation of Rule 6(a). Any material received by the Division after 5:00 p.m. Eastern Time will be deemed received on the next business day.

Please return a counter-signed letter at your earliest convenience.

I. Definitions

The following terms are defined for purposes of this letter agreement:

"[Company A]" means [Company A].

"[Company B]" means [Company B].

"Compliance Date" means the date the Division receives the last certification of compliance by any of the Parties with respect to the Second Requests.

"Custodian List" refers to the list of custodians in Attachment [B].

"Division" means the United States Department of Justice, Antitrust Division.

"Earliest Closing Date" means 60 days after the Compliance Date, and may occur on a Saturday, Sunday, or legal holiday.

"Expedited Consideration" refers to the process described in Section II below.

"Party or Parties" means one or more of [Company A] and [Company B].

"Priority Production" refers to all responsive, non-privileged documents, information, and data requested in Attachment [A].

"Priority Production Date" refers to the date on which the Division receives the last notice from any Party that its Priority Productions are complete and attesting to the completeness of its responses.

"Proposed Acquisition" means the proposed acquisition [merger] of [Company B] by [Company A], HSR No. [HSR #].

"Second Requests" means the Requests for Additional Information and Documents issued to the Parties on [Date] in connection with the Proposed Acquisition.

II. Expedited Consideration [OPTIONAL]

The Division will structure its review of the Proposed Acquisition to prioritize information and documents that relate to issues that the Division determines, in its sole discretion, to be potentially determinative. To participate in the Expedited Consideration process, the Parties will produce the Priority Production as described in Subsection A below. Expedited Consideration lasts until the conclusion of the process described in Subsection B below, except that Expedited Consideration terminates immediately if the Parties certify compliance with the

Second Requests as set forth in Section III below.

A. Priority Production

For purposes of the Priority Production, the Parties must provide responses to the specifications listed in Attachment [A] according to the terms of Section III.D below. Before the Parties produce any documents, information, or data included in the Priority Production, the Parties must provide the Division with a written description of the methodology and process employed to search for and collect such materials. Each Party must make rolling productions of documents, information, and data within its Priority Production. The Parties acknowledge that a failure to make rolling productions inhibits the Division's ability to resolve its competitive concerns in the timeframe contemplated by Expedited Consideration.

For any custodian listed in Attachment [A], each Party must also search the files of, and produce responsive material from, (1) any predecessors or successors of the individuals identified to the extent that such files may include documents or electronically stored information that fall within the relevant date range specified in the Second Requests; (2) the files of secretaries and other administrative personnel who support any of the individuals identified in Attachment [A]; and (3) any centralized hard-copy or electronic files, databases, data sets, or other shared repositories of potentially responsive information.

No later than the Priority Production Date, the Parties must produce a privilege log covering documents withheld from the Priority Production for privilege review or that are redacted for privilege. If any documents initially withheld in good faith for privilege review but determined not to be privileged or documents redacted for privilege constitute more than a *de minimis*[1] volume of documents for any single custodian in Attachment [A], the Parties must produce those documents no later than seven (7) days before the Priority Production Date.

For purposes of the Priority Production only, the Parties may comply with the Privilege Log requirement of Instruction [12] by producing:

(1) a privilege log that includes privilege identification number; beginning and ending document control numbers; parent document control numbers; attachments document control numbers; family range; number of pages; all authors; all addressees; all blind copy recipients; all other recipients; date of the document; an indication of whether the document is redacted; and the type of privilege being claimed; and

(2) a separate legend containing an alphabetical list (by last name) of each name on the privilege log, identifying titles, company affiliations, the members of any group or email list on the log (e.g., the Board of Directors), any name variations used for the same individual, and identifying lawyers with the suffix ESQ.

[1] A production will be deemed *de minimis* if it constitutes less than five percent (5%) of the number of records in that Party's total production for that custodian.

Upon request by the Division, the Parties must provide a supplemental privilege log that fully complies with Instruction [12] for a subset of documents identified by the Division, within its sole discretion, that comprises no more than five percent (5%) of the documents listed on each Party's privilege log for the Priority Production. This supplemental privilege log must be provided at least five (5) days prior to the Front Office meeting described in Section II.B below.

If the Division's investigation continues after Expedited Consideration, the Parties must produce a privilege log covering all documents withheld from the Priority Production for privilege review or that are redacted for privilege that fully complies with Instruction [12] before certifying compliance with the Second Requests.

Each Party must provide written notice that its Priority Production is complete and submit the attached certification form, executed by the official supervising compliance with the Second Requests, and notarized.

B. Division Engagement with the Parties

Division staff, including representatives of the Expert Analysis Group, will make a good faith effort to meet with the Parties, either in person or by phone or video conference, as reasonably requested by either Party, to promote a continuing dialogue regarding the facts and the relevant legal and economic issues and to discuss progress in meeting the schedule set forth in this letter.

The Division will offer a meeting, either in person or by phone or video conference, with the Division's Front Office. This Front Office meeting will occur on a date in the Division's sole discretion within twenty-one (21) days after the Priority Production Date or as otherwise agreed in writing among the Division and the Parties. This Front Office meeting is separate from, and in addition to, the Front Office meeting described in Section IV.D below.

Within fourteen (14) days after the Front Office meeting described in the preceding paragraph, or as otherwise agreed in writing among the Division and the Parties, the Division will notify the Parties whether the Division, in its sole discretion, intends to: (1) close the investigation or provide early termination (if applicable); (2) modify the Second Requests or otherwise narrow or modify the investigation of the Proposed Acquisition; or (3) proceed with the investigation of the Proposed Acquisition without modification to the Second Requests. At the conclusion of Expedited Consideration, if the Division decides, in its sole discretion, to proceed with its investigation of the Proposed Acquisition, with or without modification of the Second Requests, then the Parties must comply with the Second Requests, in full or as modified, as set forth in Section III below.

The provisions in this Subsection B do not apply if the Parties certify compliance with the Second Requests as set forth in Section III below.

III. Second Request Compliance

[This Section describes the Parties' obligations to comply with the Second Requests (1) if the Parties do not participate in Expedited Consideration, or (2) if the Division decides, in its sole discretion, to continue its investigation at the conclusion of Expedited Consideration.]

A. Limited Document Custodians

In order to comply with the Second Requests, each Party must produce to the Division all documents that are responsive to its Second Request and that are in that Party's possession, custody, or control. It is agreed, however, that each Party may limit its search to the individuals identified on the Custodian List.

In addition to the individuals on the Custodian List, each Party must also search, and produce responsive material from, (1) the files of any predecessors or successors of the individuals identified on the Custodian List to the extent that such files may include documents or electronically stored information that fall within the relevant date range specified in the Second Requests; (2) the files of secretaries and other administrative personnel who support any of the individuals identified on the Custodian List; and (3) any centralized hard-copy or electronic files, databases, data sets, or other shared repositories of potentially responsive information.

In addition, the Division reserves the right to add up to a total of [number (X)] custodians ("Additional Custodians") to the Custodian List of each Party at any time prior to the filing of a complaint, but in no event more than twenty (20) days after the Compliance Date. The Parties agree that they will submit responsive documents found in the files of any Additional Custodians within fifteen (15) days of receipt from the Division of the names of the Additional Custodians. The addition of custodians will not delay a Party's certification of compliance with the Second Request. Failure by any Party to meet the fifteen (15) day production schedule, however, will cause all subsequent deadlines or dates specified in this letter to be extended day-for-day, until that Party has submitted all requested materials.

These custodian limitations apply only to the Parties' production of documents in response to the Second Requests. Except to the extent the Division and the Parties agree to the contrary in writing, each Party must produce data and other non-custodial documents and information responsive to the Second Requests regardless of where such data, documents, and information are located.

B. Rolling Production of Documents

The Parties must make rolling productions of documents responsive to the Second Requests according to the following schedule:[2]

The Parties must produce all responsive, non-privileged documents no later than thirty (30) days before the Compliance Date, other than (i) non-privileged documents withheld in good

[2] This Section applies to Parties using Technology Assisted Review. For Parties not using Technology Assisted Review, please see Attachment [C].

faith due to a preliminary determination of privilege and (ii) non-privileged documents to be redacted for privilege.

Documents withheld in good faith for privilege review but determined not to be privileged and documents redacted for privilege must be produced no later than ten (10) days before the Compliance Date. If any such production of documents initially withheld for privilege review or redaction includes more than a *de minimis*[3] volume of documents for any single custodian, the producing Party may not certify compliance until thirty (30) days after completion of this production.

A complete privilege log must be produced no later than five (5) days before the Compliance Date. If a Party must produce documents from Additional Custodians, a privilege log covering documents withheld from the production of documents for those Additional Custodians must be produced no later than five (5) days after production from the Additional Custodians.

C. Data Production

In order to comply with the Second Requests, each Party must produce to the Division all data that are responsive to its Second Request and that are in that Party's possession, custody, or control on or before the Compliance Date. It is agreed, however, that certain data will be produced on a rolling basis before the Compliance Date according to the schedule set forth below.

As early as practicable, but in no event less than [number (X)] days prior to the Compliance Date, each Party will produce a complete response to Specification [1(f) or the subpart that references "a description of each database or data set responsive to Specification 2"]. Within five (5) days of producing this response, each Party will make available one or more employees who can explain to Division staff the structure and content of the databases and data sets kept by the Party that are responsive to Specification 2. The Parties acknowledge that the Division must be in receipt of the Specification [1(f)] response before negotiating the scope of the remainder of the Parties' data productions, and that a Party's delay in responding to Specification [1(f)] may delay a Party's entire data production and the timing of its certification of compliance with the Second Request as set forth in this letter.

No Party will certify compliance until forty-five (45) days after producing a copy, at the most granular[4] level available, of the following data: [This data may include all or a subset of transaction-level sales data, win-loss or bid data, profit-and-loss data, and investigation-specific data requests.].

No Party will certify compliance until thirty (30) days after the Party has produced, for any database or data set used by the Party from January 1, [Yr-3] to the present, the following

[3] A production will be deemed *de minimis* if it constitutes less than five percent (5%) of the number of records in that Party's total production for that custodian.
[4] "Granular" refers to the narrowest product, geography, and time frame available.

data: [This data may include all or a subset of transaction-level sales data, win-loss or bid data, profit-and-loss data, and investigation-specific data requests.].

Data must be produced as ASCII delimited text files with variable names in the first row, using a delimiter that preserves the column alignment of the table.

All remaining responsive data must be produced on or before the Compliance Date.

D. Form of Production

All documents and data produced in response to the Second Requests must be produced in a format that conforms to the instructions contained in the letter regarding Form of Production of ESI Documents in Response to the Second Request and the letter's attachments ("ESI Letter"). If electronic media is produced that does not conform to the specifications, or is otherwise infected or corrupted, the Division will promptly notify the relevant Party, and the Party must produce a replacement as expeditiously as possible.

If a replacement production is necessary, all subsequent deadlines or dates specified in this letter will be extended day-for-day for the amount of time between the date of the original production and the receipt by the Division of a replacement production that is not infected or corrupted and conforms to the instructions contained in the ESI Letter.

E. Deficiencies

As soon as practicable upon discovery of any deficiencies in a Party's response to the Second Request, but in any event no later than twenty (20) days after the Party has certified compliance with the Second Request, Division staff will notify the Party in writing of any deficiency. [The Parties acknowledge that the discovery of any deficiencies included in the Priority Production is not practicable during Expedited Consideration in light of that process's accelerated timeframe.] The Party, within five (5) days of receiving any such notice, either will (a) remedy the alleged deficiency or (b) inform Division staff in writing that it believes there is no deficiency. The Division will then have seven (7) days in which to issue a formal deficiency letter ("Non-Compliance Notice"). Failure by the Division formally to issue a Non-Compliance Notice within that time period will constitute a waiver of the claimed deficiency such that the deficiency will not prevent the Party from having complied with the Second Request. A Party may appeal a Non-Compliance Notice in accord with DOJ's standard appeals procedure for Second Request compliance matters, set forth at <http://www.justice.gov/atr/public/8430.htm>.

If a Party must make a supplemental production after it has been notified in a Non-Compliance Notice of an alleged deficiency, all subsequent deadlines or dates specified in this letter will be extended day-for-day until the date of completion of the supplemental production. In particular, if a Party makes a supplemental production after the Party has certified compliance, the Compliance Date will be reset to the date of the supplemental production, including for purposes of establishing the Earliest Closing Date.

If the Division notifies a Party in writing of a deficiency later than twenty (20) days after the Party has certified compliance, the Party must remedy the deficiency within fifteen (15) days of receiving such notice or inform Division staff in writing that it believes there is no deficiency. Under these circumstances, however, no other deadlines or dates specified in this letter, including the Compliance Date, will be extended.

IV. Conduct of Investigation

A. Depositions

The Parties agree to make executives and employees available to the Division for up to [number (X)] Civil Investigative Demand ("CID") depositions. No later than fourteen (14) days after the Compliance Date, the Division will: (1) provide a tentative list of Party executives or employees to be deposed; and (2) tentatively identify in writing the topic(s) that the Division proposes to cover in any deposition where the noticed deponent is a Party. Nothing precludes the Division, however, from taking depositions of Party executives or employees prior to the Compliance Date.

Within five (5) days of receiving a deposition CID where the noticed deponent is a Party, and for each topic that is identified, the Party receiving such a CID must designate one or more officers, directors, managing agents, or other persons to testify on behalf of the Party regarding the topic(s) identified in the CID. Testimony from all deponents taken pursuant to a single such deposition CID will count as only one (1) CID deposition against the Division's limit of [number (X)] Party CID depositions.

The Parties will make each witness available for seven (7) testifying hours, except that: (1) upon request by the Division, the Parties must make up to [number (X)] witnesses available for fourteen (14) testifying hours; and (2) any individual made available for a deposition where the noticed deponent is a Party may be noticed for an additional deposition in their individual capacity, in which case the Parties will make such witness available for an additional seven (7) hours of testimony.

Deposition dates will comport, to the extent practicable, to the order in which the Division wishes to take the depositions. Depositions will take place at the Division's offices located at 450 Fifth Street NW, Washington, DC. Depositions may proceed simultaneously, in the Division's sole discretion. The Parties agree to make witnesses available such that depositions may be completed no later than fourteen (14) days before the Earliest Closing Date or ten (10) days after the deposition CID is served, whichever is later. In the event one or more of the depositions cannot be scheduled within the time frame noted in this paragraph, the Earliest Closing Date will be extended on a day-for-day basis until all depositions have been completed. The Parties agree that undersigned counsel is authorized to accept service of deposition CIDs via email.

B. Knowledgeable Personnel

The Division may make reasonable requests that each Party explain its data submissions or interrogatory responses to the Second Request. Upon such a request, the Parties will use reasonable efforts to make available Party representatives within five (5) days of any such Division request. This will enable Division staff to make reasonable use of this material in its evaluation of the Proposed Acquisition.

C. Communication/Exchange of Information

During the course of the investigation, Division staff, including members of the Expert Analysis Group, will meet with the Parties, either in person or by phone or video conference, as reasonably requested by the Division or either Party, to promote a continuing dialogue regarding the facts and the relevant legal and economic issues and to discuss progress in meeting the agreed-upon schedule discussed in this letter. The Division and the Parties intend that the ongoing dialogue include an exchange of information regarding any substantive issues, theories, or questions that the Division may have regarding the Proposed Acquisition. The Parties are encouraged to provide the results of their own economic and econometric analyses, and any underlying documents, data, or workpapers, to Division staff. Division staff will make reasonable efforts to reciprocate within applicable confidentiality, privilege, and work-product constraints.

D. Front Office Meetings

If the Division has continuing concerns about the Proposed Acquisition, the Parties will be given an opportunity to meet with the appropriate Division Front Office personnel, including in the Division’s sole discretion the relevant Deputy Assistant Attorney General and/or the Assistant Attorney General. In the event the Parties intend to produce white papers or economic data or analyses in any presentation to Division Front Office personnel, the Parties must submit to Division staff the written presentation or economic analysis at least five (5) days prior to the Front Office meeting.

V. Court Proceedings

A. No Declaratory Judgment

The Parties will not initiate a declaratory judgment action against the Division relating to the Proposed Acquisition.

B. Completion of Proposed Acquisition

If the Division files a complaint seeking to enjoin the Proposed Acquisition that is not filed at the same time as a proposed final judgment, the Parties agree that they will not close, consummate, or otherwise complete the Proposed Acquisition until 12:01 a.m. on the tenth (10th) day following the entry of a judgment by a court, and will close only if a court enters an appealable order that does not prohibit consummation of the transaction. The Parties agree that the Division need not seek a temporary restraining order or a preliminary injunction.

C. Post-Complaint Discovery

In consideration of the limitations imposed on the Division by this letter, the Parties agree not to argue to a court in the event of the need for a litigated challenge to the Proposed Acquisition that the amount of discovery obtained by the Division prior to filing a complaint, or the length of the Division's investigation, should diminish, expedite, forestall, or otherwise limit post-complaint discovery or the post-complaint discovery period. In particular, the Parties acknowledge that compliance with the Second Requests—with the substantial limitations on numbers of Second Request document custodians and numbers of CID depositions agreed to by the Division pursuant to this letter—is not sufficient to prepare the Division for a trial on the merits and does not constitute the production of all documents that are responsive or relevant to the Division's claims under the Federal Rules of Civil Procedure.

D. Expert Disclosures

The Division and the Parties agree that expert disclosures, including the Division's or each Party's expert reports, in any litigation will be conducted in accordance with Federal Rule of Civil Procedure 26(a)(2) and 26(b)(4) except that neither the Division nor the Parties must preserve or disclose, including in expert deposition testimony, the following documents or information:

(1) any form of oral or written communications, correspondence, or work product not relied upon by the expert in forming any opinions in his or her final report shared (a) between the Division or any Party's counsel and the Division's or the Party's own testifying or non-testifying expert(s), (b) between any agent or employee of the Division or any Party's counsel and the Division or the Party's own testifying or non-testifying expert(s), (c) between testifying and non-testifying experts, (d) between non-testifying experts, or (e) between testifying experts;

(2) any form of oral or written communications, correspondence, or work product not relied upon by the expert in forming any opinions in his or her final report shared between experts and any persons assisting the expert;

(3) the expert's notes, except for notes of interviews participated in or conducted by the expert, if the expert relied upon such notes in forming any opinions in his or her final report;

(4) drafts of expert reports, affidavits, or declarations; and

(5) data formulations, data runs, data analyses, or any database-related operations not relied upon by the expert in forming any opinions in his or her final report.

The Division and the Parties agree that the following materials will be disclosed:

(1) all final reports;

(2) a list by bates number of all documents relied upon by the testifying expert(s) in forming any opinions in his or her final reports;

(3) copies of any materials relied upon by the expert not previously produced that are not readily available publicly;

(4) a list of all publications authored by the expert in the previous ten (10) years and copies of all publications authored by the expert in the previous ten (10) years that are not readily available publicly;

(5) a list of all other cases in which, during the previous four (4) years, the expert testified at trial or by deposition, including tribunal and case number; and

(6) for all calculations appearing in the final reports, all data and programs underlying the calculations (including all programs and codes necessary to replicate the calculations from the initial ("raw") data files and the intermediate working-data files that are generated from the raw data files and used in performing the calculations appearing in the final report) and a written explanation of why any observations in the raw data were either excluded from the calculations or modified when used in the calculations.

E. Retention of Attorney Communications

The Division and the Parties agree that neither the Parties nor the Division must preserve or produce in discovery the following categories of documents:

(1) documents sent solely between outside counsel for the Parties (or persons employed by or acting on behalf of such counsel) or solely between counsel of the United States (or persons employed by the United States Department of Justice); and

(2) documents that were not directly or indirectly furnished to any non-Party, such as internal memoranda, authored by the Parties' outside counsel (or persons employed by or acting on behalf of such counsel) or by counsel for the United States (or persons employed by the United States Department of Justice).

F. Retention of Electronic Information

The Division and the Parties agree that neither the Parties nor the Division must preserve or produce in discovery the following categories of electronically stored information for this matter:

(1) voicemail messages, except in the case where they are contained within the Parties' or Division's email systems;

(2) email or other electronic messages sent to or from a personal digital assistant or smartphone (e.g., iPhone), provided that a copy of such email or message is routinely saved and preserved elsewhere for potential production in discovery;

(3) other electronic data stored on a personal digital assistant or smartphone, such as calendar or contact data or notes, provided that a copy of such information is routinely saved and preserved elsewhere for potential production in discovery;

(4) temporary or cache files, including Internet history, web browser cache, and cookie files, wherever located; and

(5) server, system, or network logs.

VI. Consummation of Transaction

The Parties agree to provide the Division with fourteen (14) days written notice before consummating the Proposed Acquisition, unless they have the Division's written concurrence to close within a shorter period.

The Parties will not consummate the Proposed Acquisition before 12:01 a.m. Eastern Time on the Earliest Closing Date, unless they have received from the Division prior written notice that the Division has closed its investigation.

VII. Term of Agreement

Unless otherwise amended in writing by agreement of the Division and the Parties, this agreement and all of its terms will remain in effect until the Division has closed its investigation or the Parties have closed or abandoned the Proposed Acquisition.

* * * * * * *

Please indicate your agreement with the above terms by signing and returning a copy of this letter.

Sincerely,

____
[Name]
Trial Attorney
U.S. Department of Justice
Antitrust Division

SO AGREED:

________________________	________________________
[Name]	[Name]
Counsel for [Company B]	Counsel for [Company A]

CERTIFICATION

This response to the Priority Production, together with any and all appendices and attachments thereto, was prepared and assembled under my supervision in accordance with the Timing Agreement executed with the Department of Justice on [Month Day, Year] and with the instructions issued by the Department of Justice. Subject to the recognition that, where so indicated, reasonable estimates have been made because books and records do not provide the required information, the information is, to the best of my knowledge, true, correct, and complete in accordance with the statute and rules.

Where copies rather than original documents have been submitted, the copies are true, correct, and complete. If the Department uses such copies in any court or administrative proceeding, the Company will not object based on the Department not offering the original document.

Option 1:

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on ____________________

Type or print name and title	Signature

Option 2, notarized signature:

Type or print name and title	Signature

Subscribed and sworn to before me at the City of________________, State of_______________,

this___________day of ________________, 20___.

____
(Notary Public)

My Commission Expires: ______________

ATTACHMENT A:

PRIORITY PRODUCTION

[A-Side] Priority Custodians

- [List priority custodians]

[A-Side] Priority Specifications

- Specification 1
- Specification 2*
- [List priority specifications, including any modifications for the purpose of the Priority Production, e.g., modifications to time periods]

* After receiving [A-side's] response to Specification 1(f), the Division and [A-side] will negotiate in good faith to identify priority data productions responsive to Specification 2.

[B-Side] Priority Custodians

- [List priority custodians]

[B-Side] Priority Specifications

- Specification 1
- Specification 2**
- [List priority specifications, including any modifications for the purpose of the Priority Production, e.g., modifications to time periods]

** After receiving [B-side's] response to Specification 1(f), the Division and [B-side] will negotiate in good faith to identify priority data productions responsive to Specification 2.

The Division will consider requests from the Parties to limit the time period for which data will be collected and produced in response to individual, specific specifications.

ATTACHMENT B:
CUSTODIAN LIST

ATTACHMENT C:
SAMPLE PROVISIONS FOR PARTIES NOT USING A TAR REVIEW PROCESS

With the exception of non-privileged documents withheld in good faith due to a preliminary determination of privilege and documents to be redacted for privilege, the Parties must produce all responsive, non-privileged documents from the files of Group A Custodians no later than forty-five (45) days before the Compliance Date; further, the Parties must produce all responsive, non-privileged documents from the files of Group B Custodians no later than thirty (30) days before the Compliance Date.

Documents withheld in good faith for privilege review but determined not to be privileged and documents redacted for privilege must be produced no later than twenty (20) days after the relevant document production deadline for each custodian group. If any such production of documents initially withheld for privilege review or redaction includes more than a *de minimis*[5] volume of documents *for any single custodian*, the producing Party may not certify compliance until, for Group A Custodians, forty-five (45) days after completion of this production, and for Group B Custodians, thirty (30) days after completion of this production.

A complete privilege log must be provided to the Division no later than five (5) days before the Compliance Date. If a Party must produce documents from Additional Custodians, a privilege log covering documents withheld from the production of documents for those Additional Custodians must be produced no later than five (5) days after production from the Additional Custodians.

[5] A production will be deemed *de minimis* if it constitutes less than five percent (5%) of the number of records in that Party's total production for that custodian.