

EXHIBIT A



U.S. Department of Justice

Antitrust Division

*Lowell Stern
450 5th St., NW, Suite 8700
Washington, DC 20530
lowell.stern@usdoj.gov*

November 17, 2021

Rebecca H. Farrington
White & Case LLP
701 13th Street, NW
Washington, DC 20005

Allen Bachman
K&L Gates LLP
1601 K St., NW
Washington, DC 20006

Re: Proposed Acquisition of Crane Composites, Inc. by Grupo Verzatec, S.A. de C.V.

Dear Ms. Farrington and Mr. Bachman:

This letter sets forth the understandings between the U.S. Department of Justice Antitrust Division (“Division”), Crane Composites, Inc. (“Crane”), and Grupo Verzatec, S.A. de C.V. (“Verzatec”) (Crane and Verzatec are hereinafter referred to separately as “Party” and collectively as the “Parties), in connection with Verzatec’s proposed acquisition of Crane (the “Proposed Acquisition”), which is the subject of the Requests for Additional Information and Documents issued to the Parties on August 6, 2021 (the “Second Requests”). 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 only be amended in writing by agreement of the Division and the Parties. The Division and the Parties further agree as follows:

I. Timing

Each Party will certify compliance with its Second Request no earlier than December 10, 2021. The date of the last received certification of compliance will be the “Compliance Date.” The Parties will not consummate the Proposed Acquisition before 12:01 a.m. Eastern Time seventy-five (75) days following the Compliance Date (the “Closing Date”), unless they have received from the Division prior written notice that the Division has closed its investigation. It may become appropriate to revisit this agreement, and to amend, shorten, extend, or cancel it, in light of developments in the unfolding COVID-19 situation. The Parties and the Division agree

to engage with one another in good faith to that end. The Parties agree to provide the Division with ten (10) days written notice before closing the Proposed Acquisition, unless they have the Division's written concurrence to close within a shorter period.

Rule 6(a) of the Federal Rules of Civil Procedure will apply to computing any period of time specified in this letter. The Closing Date, however, may occur on a Saturday, Sunday, or legal holiday. Any material received by the Division after 5:00 p.m. Eastern Time will be deemed received on the next business day.

II. Second Request Compliance

A. Limited Document Custodians

In order to comply with the Second Requests, each Party must, inter alia, 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 twenty-three (23) individuals for documents and electronically stored information ("ESI") that may be responsive to the Second Requests. Those individuals are identified in Attachment A ("Custodian List").

In addition to the individuals on the Custodian List, each Party must also search (1) the files of any predecessors or successors of the individuals identified on the Custodian List; (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, provided that the Parties need only search the foregoing three categories of files to the extent that such files may include documents or ESI that fall within the relevant date range(s) specified in the Second Requests.

In addition, the Division reserves the right to add up to a total of three (3) custodians ("Additional Custodians") to the Custodian List of each Party at any time prior to the filing of a complaint. 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 in their possession, custody, or control that are 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:

With the exception of non-privileged documents pulled 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 no later than twenty-five (25) 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 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*¹ volume of documents *for any single custodian*, the producing Party may not certify compliance until twenty (20) 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, inter alia, 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 fifty-three (53) days prior to the Compliance Date, each Party will produce a complete response to Specification 1(f). 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 Timing Agreement.

No Party will certify compliance until thirty (30) days after producing a copy of the data requested in Specification 2 of the Second Requests, subject to any mutually agreed modifications.

¹ A production will be deemed *de minimis* if it constitutes less than ten percent (10%) of the number of records in that Party's total production for that custodian.

D. Reliance on Documents, Information, or Data Not Produced

If in discussions with the Division, including in oral or written presentations, economic analyses, and white papers, any Party cites or relies upon information that was not produced to the Division, the Division will have fifteen (15) days to request production of that information from the Party. The Party must make a supplemental production of the responsive documents and information within seven (7) days of receipt of such a request from the Division. If the information cited by or relied upon by the Party was found (1) in a central file or database that was not searched in response to the Second Request or (2) in the files of an individual who is neither among those identified on the Custodian List nor among those identified as an Additional Custodian, the Party must also conduct a thorough search of the central file, database, or individual's files for other responsive documents and information and include those in the supplemental production. If this supplemental production is not completed within seven (7) days of receipt of the request by the Division, all subsequent deadlines or dates specified in this letter will be extended day-for-day from the date that the supplemental production was due until the ultimate date of production of such responsive documents and information.

E. Form of Production

Unless otherwise agreed to in writing by the Division, 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 on which the Division provides notice and the date on which the Division receives a replacement production that is not infected or corrupted and conforms to the instructions contained in the ESI Letter, provided that subsequent deadlines or dates will not be extended if a Party's conforming replacement production is provided within five (5) days of that Party receiving notice from the Division.

F. 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 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 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. Under these circumstances, however, no other deadlines or dates specified in this letter, including the Compliance Date, will be extended.

III. Conduct of Investigation

A. Depositions

The Parties agree to make executives and employees available to the Division for up to ten (10) Civil Investigative Demand ("CID") depositions per Party. 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 30(b)(6)-style deposition. 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 30(b)(6)-style deposition CID, 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 30(b)(6)-style deposition CID will count as only one (1) CID deposition against the Division's limit of ten (10) CID depositions per Party, and the Division will issue no more than two (2) 30(b)(6)-style deposition CIDs to each Party.

The Parties will make each witness available for seven (7) testifying hours, except that: (1) upon request by the Division, each Party must make up to two (2) witnesses available for fourteen (14) testifying hours; and (2) any individual made available for a 30(b)(6)-style deposition may be noticed for an additional non-30(b)(6)-style deposition, in which case the Parties will make such witnesses available for an additional day 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, or, if necessary in light of developments in the unfolding COVID-19 situation, at another location or by video conference as determined by the Division in its sole discretion. Depositions may proceed simultaneously, in the Division's discretion. The Parties agree to make witnesses available such that depositions may be completed

no later than fourteen (14) days before the 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 Closing Date will be extended on a day-for-day basis until all depositions have been completed.

B. Knowledgeable Personnel

Upon reasonable request of Division staff, the Parties will use reasonable efforts to make available, within five (5) days of any Division request, representatives who can explain each Party's data and representatives who can explain each Party's interrogatory responses to the Second 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 representatives of the Economic Analysis Group, will meet with the Parties, either in person or by phone, 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 constraints.

D. White Papers and Economic Studies

If the Parties submit any white papers or economic or econometric studies, they simultaneously will identify all data and documents upon which those papers or studies are based and provide all related work papers and underlying raw data not previously produced.

E. 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 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.

IV. 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 and to ensure that the Division has adequate time to prepare a full presentation of its case for a court in the event of the need for a litigated challenge to the Proposed Acquisition, the Parties will not object to a reasonable post-complaint discovery period of not less than 150 days prior to any trial on the merits. The Parties further agree not to argue to a court that pre-complaint discovery by the Division should forestall or otherwise limit post-complaint discovery. 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 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(s) 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(s);
- (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(s).

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 report(s);
- (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 report(s), 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(s)) 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 ESI for this matter:

- (1) voicemail messages, except in the case where they are contained within the Parties' or Division's e-mail systems;
- (2) e-mail or other electronic messages sent to or from a personal digital assistant or smartphone (e.g., Blackberry handheld), provided that a copy of such e-mail 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.

V. 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,

/s/ Lowell Stern
Lowell Stern
Trial Attorney
U.S. Department of Justice
Antitrust Division

SO AGREED:



Rebecca H. Farrington
Counsel for Grupo Verzatec, S.A. de C.V.

Allen Bachman
Counsel for Crane Composites, Inc.

ATTACHMENT A — Custodian List

Crane Custodians

1. **Judith Baker**, Vice President Operation, CCI
2. **John Beck**, Eastern Specifications Manager, CCI
3. **Ryan Benevides**, District Sales Manager, CCI
4. **Terry Bruckbauer**, District Sales Manager, CCI
5. **Jacob Butman**, Market Manager, CCI
6. **Chad Chapman**, District Sales Manager, CCI
7. **Kurt Gallo**, Senior Vice President, Crane
8. **Scott Grisham**, Senior Vice President, Business Development & Strategy, Crane
9. **Omar Haddadin**, Vice President Supply Chain, CCI
10. **Craig Jacks**, Regional Sales Manager, CCI
11. **Damien Kelly**, Vice President Finance, Chief Financial Officer, CCI
12. **Max Mitchell**, Chief Executive Officer, Crane
13. **Karen Nebe**, Market Manager, CCI
14. **Robert Nelson**, District Sales Manager, CCI
15. **Wesley Nichols**, District Sales Manager, CCI
16. **John O’Sullivan**, President of CCI
17. **Kris Salovarra**, Vice President, Business Development & Strategy, Crane
18. **Christopher Schamer**, Regional Sales Manager, CCI
19. **Matthew Shields**, Market Vice President of Building Products, CCI
20. **Matthew Swope**, District Sales Manager, CCI
21. **Jeffrey Tolle**, Western Specifications Manager, CCI
22. **William Wiedmann**, District Sales Manager, CCI

Verzatec Custodians

1. **Stephen Adkins**, President, Stabilit America
2. **Fernando Aguilar**, Planning and Marketing Director, Verzatec
3. **Jorge Benavides**, Vice President & General Manager, Stabilit America
4. **Anita Craig**, Southern Chains, Marlite
5. **Bart Dismukes**, Southeast Regional Sales Manager, Glasteel
6. **Dan Egbers**, Southern A&D, Marlite
7. **Bill Geisel**, Northeast Regional Sales Manager, Glasteel
8. **Marla Gomes**, Director, A&D, Special Projects, Marketing, Nudo Products
9. **Karen Kane**, Midwestern A&D, Marlite
10. **Brad Lanier**, Home Depot Account Manager and Business Analyst, Stabilit America
11. **Greg Leary**, Midwest Chains, Marlite
12. **Tim Lundy**, Midwest Regional Sales Manager, Glasteel
13. **Heriberto Martinez**, CFO, Verzatec
14. **Jamie McEdward**, New England Chains, Marlite
15. **Shane McNutt**, Vice President of Sales, Nudo Products
16. **Gustavo Orta**, Vice President of Sales and Marketing, Stabilit America
17. **Tim Pinnow**, Specifications Director, Marlite
18. **TJ Rine**, Innovation Director, Marlite
19. **Alfredo Ibarra Salum**, CEO, Verzatec
20. **Chad Stephen**, Distribution / Retail Director, Marlite
21. **Richard Trice**, National Sales Manager, Resolite
22. **Greg Triplett**, Vice President of Sales and Marketing, Marlite
23. **Nick Vilardell**, Western Chains, Marlite