

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA

*Plaintiff,*

v.

GRUPO VERZATEC S.A. DE C.V., et al.

*Defendants.*

Civil Action No. 1:22-cv-01401

Judge Marvin E. Aspen

Magistrate Judge Young B. Kim

**[PROPOSED] STIPULATED PROTECTIVE ORDER AND  
ORDER GOVERNING PRODUCTION OF INVESTIGATION MATERIALS**

In the interests of (1) ensuring efficient and prompt resolution of this Action; (2) facilitating discovery by the Parties litigating this Action; and (3) protecting Confidential Information from improper disclosure or use, the Parties stipulate to the provisions set forth below. Unless otherwise specified, days will be computed according to Federal Rule of Civil Procedure 6(a). The Court, upon good cause shown and pursuant to Fed. R. Civ. P. 26(c)(1) and all applicable Local Rules, ORDERS as follows:

**A. Definitions**

1. “Proposed Transaction” means Grupo Verzatec S.A. de C.V.’s proposed acquisition of Crane Composites, Inc.

2. “Action” means the above-captioned action pending in this Court, including any related discovery, pretrial, trial, post-trial, or appellate proceedings.

3. “Confidential Information” means the portions of any Investigation Materials or Litigation Materials that contain trade secret or other confidential research, development, or

commercial information, as such terms are used in Fed. R. Civ. P. 26(c)(1)(G), or the portions of any document, transcript, or other materials containing such information that have not been published or otherwise made publicly available.

4. “Disclosed” means shown, divulged, revealed, produced, described, transmitted or otherwise communicated, in whole or in part.

5. “Document” means any document or electronically stored information, as the term is used in Fed. R. Civ. P. 34(a).

6. “Investigation” means any pre-complaint review, assessment, or investigation of the Proposed Transaction, including any defense to any claim that the Proposed Transaction would violate Section 7 of the Clayton Act and Section 2 of the Sherman Act.

7. “Investigation Materials” means non-privileged documents, testimony, or other materials that, prior to the filing of this Action, (a) any non-Party provides to any Party, either voluntarily or under compulsory process, in connection with the Investigation; (b) any Party provided to any non-Party relating to the Investigation; or (c) any Defendant, or affiliated person or entity, provided to the Plaintiff relating to the Investigation.

8. “Litigation Materials” means non-privileged documents, testimony, or other materials that, after the filing of this Action, (a) any non-Party provides to any Party, either voluntarily or under compulsory process, in connection with and during the pendency of this Action; (b) any Party provides to any non-Party in connection with and during the pendency of this Action; (c) any Defendant provides to Plaintiff in connection with and during the pendency of this Action; or (d) Plaintiff provides to any Defendant in connection with and during the pendency of this Action.

9. “Outside Counsel of Record” means the firm(s) of attorneys representing a Defendant in this proceeding.

10. “Party” means any Plaintiff or any Defendant in this Action. “Parties” means collectively Plaintiff and Defendants in this Action.

11. “Plaintiff” means the United States of America, and its employees, agents, and representatives.

12. “Person” means any natural person, corporate entity, partnership, association, joint venture, governmental entity, or trust.

13. “Protected Person” means any Person, including a Party, that has provided Investigation Materials to a Party or that provides Litigation Materials to a Party.

**B. Notice to Non-Party Protected Persons of the Terms of This Order**

14. Within 3 business days of the Court’s entry of this Order, each Party must send by email, facsimile, or overnight delivery a copy of this Order to each non-Party Protected Person (or, if represented by counsel, the non-Party Protected Person’s counsel) that provided Investigation Materials to that Party.

15. If a non-Party Protected Person determines that this Order does not adequately protect its Confidential Information, it may, within 7 days after receipt of a copy of this Order, seek additional protection from the Court for its Confidential Information. If a non-Party Protected Person timely seeks additional protection from the Court, the Party’s obligation to produce that non-Party Protected Person’s documents containing Confidential Information, that is the subject of the motion, is suspended until a decision is rendered by the Court. If the Court orders the production of the non-Party’s documents, the Party will have 5 days to make the production unless a longer period is ordered by the Court.

**C. Designation of Confidential Information in Investigation Materials**

16. Any Investigation Materials that a Defendant previously provided to Plaintiff during the Investigation that the Defendant designated as Confidential or for which the Defendant requested confidential treatment, including but not limited to testimony, documents, electronic documents and data, and all materials produced pursuant to the Antitrust Civil Process Act, 15 U.S.C. § 1311-14, or the Hart-Scott-Rodino Antitrust Improvements Act, 15 U.S.C. § 18a, will be treated as containing Confidential Information.

17. All Investigation Materials previously provided by a non-Party Protected Person during the Investigation, including but not limited to testimony, documents, electronic documents and data, and materials produced pursuant to the Antitrust Civil Process Act, 15 U.S.C. § 1311-14, will be treated as containing Confidential Information regardless of whether or not the non-party Protected Person requested confidential treatment at the time of production.

**D. Designation of Confidential Information in Litigation Materials**

18. The following procedures govern the process for all Protected Persons to designate as Confidential Information any Litigation Materials, including but not limited to information provided in response to requests under Fed. R. Civ. P. 26, 30, 31, 33, 34, 36 or 45, and documents disclosed in response to Fed. R. Civ. P. 33(d), 34(b)(2) and (c), or 45. Any designation of Confidential Information in Litigation Materials constitutes a representation to the Court that the Protected Person (and counsel, if any) believes in good faith that the Litigation Materials so designated constitute Confidential Information.

19. Whenever discovery is sought from a non-Party in this Action, a copy of this Order must accompany the discovery request or subpoena. To the extent a Party sent a

discovery request to a non-Party prior to the entry of this Order by the Court, that Party must send a copy of this Order to the non-Party within 2 business days of entry of this Order.

20. Counsel for Plaintiff and Defendants to be notified of confidentiality designations are as follows:

For Plaintiff United States:

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Stephen Harris ([Stephen.harris@usdoj.gov](mailto:Stephen.harris@usdoj.gov))  
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For Defendants Grupo Verzatec S.A. de C.V. and Stabilit America, Inc.:

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Claire Leonard ([Claire.leonard@whitecase.com](mailto:Claire.leonard@whitecase.com))  
White & Case LLP  
701 Thirteenth St. NW  
Washington, DC 20005

For Defendants Crane Company and Crane Composites, Inc.

Allen Bachman ([Allen.bachman@klgates.com](mailto:Allen.bachman@klgates.com))  
Drew Mann ([Drew.mann@klgates.com](mailto:Drew.mann@klgates.com))  
Jason Semmes ([Jason.semmes@klgates.com](mailto:Jason.semmes@klgates.com))  
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Washington, DC 20006

21. Testimony. When a Party questions a deponent about a document or information that has been designated by a non-Party Protected Person as containing Confidential Information, the Party asking the questions must designate as Confidential Information the portion(s) of the transcript relating to that designated document or information. All transcripts of depositions taken in this Action will be treated as Confidential Information in their entirety for 10 days after the date when a complete and final copy of the transcript has

been made available to the deponent (or the deponent's counsel, if applicable). Within 5 days of receipt of the final transcript, the Party who noticed the deposition must provide the final transcript to the deponent (or the deponent's counsel, if applicable). Within 10 days following receipt of the final transcript, the deponent (or the deponent's counsel, if applicable) may designate as Confidential Information any portion(s) of the deposition transcript, by page(s) and line(s), and any deposition exhibits, or portion(s) of any exhibit(s), that were produced by the deponent or the deponent's employer. To be effective, designations must be provided in writing to Plaintiff's and Defendants' counsel listed in Paragraph 20 of this Order. Any portion(s) of the transcript or deposition exhibit(s) not designated in the manner required by this Paragraph 21 will not be treated as Confidential Information, even if the document(s) that become the deposition exhibit(s) or information that is the subject of the deposition testimony was subject to a prior designation of confidentiality.

22. Hard-Copy Documents and Information. A Protected Person who designates any document that it produces in this Action as containing Confidential Information must stamp or otherwise mark each page containing Confidential Information with the designation "CONFIDENTIAL" in a manner that will not interfere with legibility. If the entire document is not Confidential Information, the Protected Person must stamp or label only the pages that contain Confidential Information.

23. Electronic Documents and Information. Where a Protected Person produces in this Action documents or information in electronic format, Confidential Information contained in those electronic documents or information must be designated by the Protected Person for protection under this Order by (a) appending to the file names or designators associated with the electronic document or information an indication of whether the electronic document or

information contains Confidential Information, or (b) any other reasonable method for appropriately designating Confidential Information produced in electronic format, including by making designations in reasonably accessible metadata associated with the electronic documents or information. If Confidential Information is produced in electronic format on a disk or other medium that contains only Confidential Information, the “CONFIDENTIAL” designation may be placed on the disk or other medium. When electronic documents or information are printed for use during a deposition, in a court proceeding, or for provision in printed form to any Person described in Paragraph 28 the Party printing the electronic document or information must affix a “CONFIDENTIAL” label to the printed version and include with the printed version the production number and designation associated with the electronic document or information.

24. Production of documents or information not designated as Confidential Information will not be deemed a waiver of a future claim of confidentiality concerning such documents or information if they are later designated as Confidential Information. If at any time prior to the trial of this Action, a Protected Person realizes that it should have designated as Confidential Information any Investigation Materials or Litigation Materials previously produced in this Action, it may designate such documents or information by notifying the Parties in writing. The Parties must thereafter treat the Investigation Materials or Litigation Materials as designated Confidential Information under the terms of this Order. However, no prior disclosure of documents or information subsequently designated as Confidential Information will violate this Order.

**E. Challenges to Designations of Confidential Information**

25. Any Party who objects to any designation of Confidential Information may at any time before the trial of this Action provide a written notice to the Protected Person who made the designation and to all Parties stating with particularity the grounds for the objection. All materials objected to must continue to be treated as Confidential Information pending resolution of the dispute either by agreement between the Protected Person and the objecting Party or by the Court.

26. If the objecting Party and the Protected Person cannot reach agreement on an objection to a designation of Confidential Information within 7 days of the Party's written notice, the Protected Person may address the dispute to this Court by filing a motion in accordance with Northern District of Illinois local rules within 10 days of the Party's written notice. The Protected Person bears the burden of persuading the Court that the material is Confidential Information. If the Protected Person fails to move the Court within the time provided by this Paragraph 26, or if the Court finds the designation of Confidential Information to have been inappropriate, the challenged designation is rescinded. The Parties thereafter will not be required to treat the information as Confidential Information under this Order.

27. This Order does not preclude or prejudice a Protected Person or an objecting Party from arguing for or against any confidentiality designation, establish any presumption that a particular confidentiality designation is valid, or alter the burden of proof that would otherwise apply in a dispute over discovery or disclosure of information.

**F. Disclosure of Confidential Information**

28. Confidential Information may be disclosed only to the following persons:



(a) the Court and all persons assisting the Court in this Action, including law clerks, court reporters, and stenographic or clerical personnel;

(b) counsel for Plaintiff, including any attorneys, paralegals, other professional personnel (including support and IT staff), and agents or independent contractors retained by Plaintiff to assist in this Action whose functions require access to the information;

(c) outside Counsel of Record, including any attorneys, paralegals, and other professional personnel (including support and IT staff) assigned to this Action whose functions require access to the information;

(d) outside vendors or service providers (such as copy-service providers and document-management consultants) retained by a Party to assist that Party in this Action, provided that they first execute an Agreement Concerning Confidentiality in the form attached in Appendix A;

(e) any mediator or arbitrator that the Parties engage in this Action or that this Court appoints;

(f) any author, addressee, or recipient of any document or information containing Confidential Information if they previously had lawful access to the document or information;

(g) any Person whom counsel for any Party believes in good faith previously received or had access to the document or information, unless the person indicates that he or she did not receive or have previous access to the document or information;

(h) any Person retained by a Party to serve as a testifying or consulting expert in this Action, including employees of the firm with which the expert or consultant is associated or independent contractors who assist the expert's work in this Action, provided that

they first execute an Agreement Concerning Confidentiality in the form attached in Appendix A; and

(i) outside trial consultants (including, but not limited to, graphics consultants) retained by a Party to assist that Party in this Action, provided that they first execute an Agreement Concerning Confidentiality in the form attached in Appendix A.

29. Counsel for the Party making a disclosure to a Person identified in Paragraph 28, subparagraphs (d), (h), or (i), of this Order must obtain and retain the signed version of the Agreement Concerning Confidentiality in the form attached in Appendix A for a period of at least one year following the final resolution of this Action.

30. Each Person identified in Paragraph 28 of this Order to whom information designated as Confidential Information is disclosed must not disclose that Confidential Information to any other Person, except as otherwise provided by this Order.

31. Nothing in this Order:

(a) limits a Protected Person's use or disclosure of its own information designated as Confidential Information;

(b) prevents disclosure of Confidential Information with the consent of the Protected Person that designated the material as confidential;

(c) prevents disclosure by a Party of Confidential Information (i) that is or has become publicly known through no fault of that Party; (ii) lawfully acquired by or known to that Party independent of receipt during the Investigation or in post-complaint discovery in this Action; (iii) previously produced, disclosed, or provided to that Party without an obligation of confidentiality and not by inadvertence or mistake; or (iv) pursuant to a court order; or

(d) prevents the United States's retention, use, or disclosure of Confidential Information outside the context of this Action (i) to the extent permitted or required by law, court order, or regulation; (ii) for law enforcement purposes; (iii) in the course of any other legal proceeding in which the United States is a party; or (iv) for the purpose of securing compliance with a Final Judgment in this Action.

32. In the event of a disclosure of any Confidential Information to any Person not authorized to receive disclosure under this Order, the Party responsible for having made the disclosure must promptly notify the Protected Person whose material has been disclosed and provide to that Protected Person all known relevant information concerning the nature and circumstances of the disclosure. The disclosing Party must also promptly take all reasonable measures to retrieve the improperly disclosed material and ensure that no further or greater unauthorized disclosure or use of the material is made. Unauthorized disclosure of Confidential Information will not change the confidential status of the disclosed material or waive the right to maintain the disclosed material as containing Confidential Information.

**G. Use of Information Designated Confidential in This Action**

33. Except as provided in Paragraph 31 of this Order, all Confidential Information produced by a Party or a non-Party Protected Person as part of this proceeding may be used solely for the conduct of this Action and must not be used for any business, commercial, competitive, personal, or other purpose.

34. Court Filings. If any documents, testimony, or other materials designated under this Order as Confidential Information are included in any pleading, motion, exhibit, or other paper to be filed with the Court, the Party seeking to file must seek a court order to file such Confidential Information under seal, in accordance with Local Rule 5.8. A request for the Court

to allow filing under seal must include the proposed redactions. If this Court grants leave to file a document under seal, the filing Party must file with the Clerk of this Court a redacted version of the filing. Nothing in this Order will restrict the Parties or any interested member of the public from challenging the filing of any Confidential Information under seal.

35. Trial Exhibits. If a Party includes trial exhibits on its exhibit list that contain or discuss information that has been designated as Confidential Information, at the time exhibit lists are exchanged, the Party must also provide redacted versions of those exhibits. At the time that the Parties exchange objections to trial exhibits, each Party must also (a) provide redacted versions of any exhibits on the opposing Party's exhibit list that contain information that the Party previously designated as Confidential Information and (b) exchange objections to the redacted trial exhibits that were provided with the exhibit lists. The Parties must exchange objections to those redactions on a schedule to be set in the Case Management Order. If a Party fails to provide redacted versions of an exhibit by the conclusion of this process, the exhibit may be entered on the public record in its entirety.

36. Trial. Disclosure at trial of documents and information designated as Confidential Information will be governed pursuant to a separate court order. The Parties will meet and confer as set forth in the Case Management Order and submit a recommended order outlining those procedures. Absent a ruling by the Court to the contrary, documents, deposition testimony, or other materials or information that have been designated as containing Confidential Information by a Protected Person that appear on a Party's exhibit list or in deposition designations, and that are admitted into evidence at trial, will be disclosed on the public record, and any examination relating to such information likewise will be disclosed on the public record, after compliance with procedures that will be established by the Court.

**H. Procedures Upon Termination of This Action**

37. The obligations imposed by this Order will survive the termination of this Action unless the Court, which will retain jurisdiction to resolve any disputes arising out of this Order, orders otherwise.

38. Except as otherwise provided in this Paragraph 38 and in Paragraph 31 of this Order, within 90 days after the expiration of the time for appeal of an order, judgment, or decree terminating this Action, all Persons having received information designated as Confidential Information must make a good faith effort to (a) return that material and all copies to the Protected Person (or the Protected Person's counsel, if represented by counsel) that produced it or (b) destroy or delete all such Confidential Information. All Confidential Information returned to the Parties or their counsel by the Court also must be disposed of in accordance with this Paragraph 38. Counsel for the Parties will be entitled to retain court papers, deposition, hearing, and trial transcripts, trial exhibits, and work product, provided that the Parties and their counsel do not disclose the portions of those materials containing information designated as Confidential Information except pursuant to Court order or an agreement with the Protected Person that produced the Confidential Information or as otherwise permitted by this Order.

39. Within 90 days after the expiration of the time for appeal of an order, judgment, or decree terminating this Action, all Persons having received information designated as Confidential Information must certify compliance with Paragraph 38 of this Order in writing to the Party or Protected Person that produced the Confidential Information.

**I. Right to Seek Modification**

40. Nothing in this Order limits any Person, including members of the public, a Party, or a Protected Person, from seeking further or additional protections for any of its

materials or modification of this Order upon motion duly made pursuant to the Rules of this Court, including, without limitation, an order that certain materials not be produced at all or are not admissible evidence in this Action or in any other proceeding.

**J. The Privacy Act**

41. Any order of this Court requiring the production of any document, information, or transcript of testimony constitutes a court order within the meaning of the Privacy Act, 5 U.S.C. § 552a (b) (11).

**K. Persons Bound by This Order**

42. This Order is binding on the Parties to this Action, and their attorneys, successors, personal representatives, administrators, assigns, parents, subsidiaries, divisions, affiliates, employees, agents, retained consultants and experts, and any persons or organizations over which the Parties have control.

**L. Production of Investigation Materials**

43. The Parties agree to waive the exchange of disclosures under Federal Rule of Civil Procedure 26(a)(1) and instead will produce the Investigation Materials pursuant to the terms of this Order.

44. Subject to the terms of this Order, the Parties will produce substantially all Investigation Materials by April 8, and all Investigation Materials within 10 days of the Court's entry of this Order, except that (a) Plaintiff needs not produce to Defendants the Investigation Materials that Plaintiff received from any Defendant; and (b) Defendants need not produce to Plaintiff the Investigation Materials that any Defendant previously produced to Plaintiff.

45. Privilege. Pursuant to Federal Rule of Evidence 502(d), the production of Investigation Materials or Litigation Materials does not constitute a waiver of any protection

that would otherwise apply to attorney work product, confidential attorney-client communications, or materials subject to the deliberative-process or any other governmental privilege.

**SO ORDERED.**

Date: March \_\_\_\_\_, 2022

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The Honorable Marvin E. Aspen  
United States District Judge

WE SO MOVE  
and agree to abide by the  
terms of this Order

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/s/ Lowell R. Stern  
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*Attorneys for Defendants Crane  
Company and Crane Composites, Inc.*

**APPENDIX A**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

UNITED STATES OF AMERICA

*Plaintiff,*

v.

GRUPO VERZATEC S.A. DE C.V., et al.

*Defendants.*

Civil Action No. 1:22-cv-01401

Judge Marvin E. Aspen

Magistrate Judge Young B. Kim

**AGREEMENT CONCERNING CONFIDENTIALITY**

I, \_\_\_\_\_, am employed by \_\_\_\_\_ as \_\_\_\_\_.

I hereby certify that:

1. I have read the Protective Order entered in the above-captioned action and understand its terms.

2. I agree to be bound by the terms of the Protective Order entered in the above-captioned action. I agree to use the information provided to me only as explicitly provided in this Protective Order.

3. I understand that my failure to abide by the terms of the Protective Order entered in the above-captioned action will subject me, without limitation, to civil and criminal penalties for contempt of Court.



4. I submit to the jurisdiction of the United States District Court for the Northern District of Illinois solely for the purpose of enforcing the terms of the Protective Order entered in the above-captioned action and freely and knowingly waive any right I may otherwise have to object to the jurisdiction of said Court.

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SIGNATURE

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DATE