

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

ROBERT STOUT, on behalf of himself and all)
others similarly situated, as defined herein,)
Plaintiff,) Case No. 1:08CV0652
vs.)
)
JELD-WEN, INC.,)
)
Defendant.)
)

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: ALL PERSONS WHO ARE THE ORIGINAL OWNER OF CENTURY WINDOW PRODUCTS, MANUFACTURED BY JELD-WEN, INC., AND WHO FURTHER HAVE EITHER:

- 1. WITHIN THE APPLICABLE WARRANTY TERM, MADE A WARRANTY CLAIM REGARDING A CENTURY WINDOW PRODUCT FOR AN ISSUE WITH THE WERZALIT FRAME IN THOSE WINDOWS AND/OR DOORS AND DID NOT RECEIVE ANY REPLACEMENT PRODUCT OR REFUND AND DID NOT SIGN A RELEASE; OR**
- 2. AS OF THE DATE OF THE SETTLEMENT, MADE A WARRANTY CLAIM REGARDING A CENTURY WINDOW PRODUCT AND RECEIVED REPLACEMENT PRODUCT OR REFUND AND SIGNED A RELEASE AND WANT REPLACEMENT WINDOWS AND/OR DOORS FOR ANY REASON; OR**
- 3. AS OF THE DATE OF THE SETTLEMENT, HAVE NOT MADE A CENTURY WARRANTY CLAIM AND WHO WANT REPLACEMENT WINDOWS AND/OR DOORS FOR ANY REASON.**

PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THIS LITIGATION.

If you have any questions about this Notice or the Settlement described below, you should contact the Claims Administrator at the address or telephone number listed at the end of this Notice. Please do not contact the Court.

By Order of the United States District Court for the Northern District of Ohio, the Honorable Solomon Oliver, Jr., presiding, in accordance with Rule 23 of the Federal Rules of Civil Procedure, you are hereby notified of the following:

1. The Court has preliminarily approved a Settlement Agreement, the terms of which are described below, that would resolve certain claims in Case No. 1: 08-cv-0652 (the "Action"). You may obtain a copy of the Settlement Agreement for review by calling 1-877-289-4000 (toll free), or by going to the following website: www.centurywindowsettlement.com.
2. To facilitate implementation of the Settlement Agreement and resolution of this litigation, the Court has preliminarily certified a Settlement Class.
3. If you are a member of the Settlement Class (that is, if you fall into one of the categories described above), you will remain a member of the Settlement Class unless you take steps to exclude yourself from the Settlement Class as explained below.
4. There will be a Fairness Hearing on the Settlement Agreement on August 6, 2010, at 11:30 a.m. before the Honorable Solomon Oliver, Jr., United States District Court for the District of Northern Ohio, 801 West Superior Ave., Cleveland, Ohio 44113.
5. You have the right and opportunity to appear at the Fairness Hearing and to comment in advance of that hearing on the fairness, adequacy, and reasonableness of the Settlement.
6. You have the right to exclude yourself from the Settlement.

BACKGROUND OF THE LITIGATION

Plaintiff Robert Stout, an Ohio resident, filed the Action against JELD-WEN, inc. and alleged that JELD-WEN breached the Century Window Products Limited Warranty that accompanied the Century Window Products in his home. JELD-WEN denied Stout's allegations.

The Court has not taken any position on the merits of any claims or defenses asserted by any party. The Settlement Agreement is not to be construed as an admission or concession by any party.

You are being provided this Notice because JELD-WEN's records indicate that you may be the Original Owner of JELD-WEN's Century Window Products and that you therefore may be a member of the Settlement Class entitled to participate in the proposed Settlement.

PRELIMINARY APPROVAL OF THE SETTLEMENT

On **March 8, 2010**, Stout filed an unopposed motion asking the Court to preliminarily approve the Settlement Agreement, the Settlement Class as defined therein, and the use of this Notice to inform Settlement Class members of the terms of the Settlement Agreement. On March 9, 2010, the Court entered an Order preliminarily approving the Settlement Agreement and certifying the Settlement Class as defined therein. The Settlement Class consists of all persons who are the Original Owners of Century Window Products and who fall within one of the Tiers outlined below:

Tier 1: Tier 1 includes all persons who are the Original Owner of Century Window Products and who have, as of the date of the Settlement Agreement, made a Century Warranty Claim for an issue with the Werzalit Frame in those windows and/or doors, who did not receive any replacement product or refund, and who did not sign a release, provided however that all persons within Tier 1 who are the Original Owner of Century Window Products with a ten-year Werzalit Warranty must have Century Window Products that are still within the ten-year warranty period.

Tier 2: Tier 2 includes all persons who are the Original Owner of Century Window Products and who have, as of the date of the Settlement Agreement, made a Century Warranty Claim for an issue related to those windows and/or doors, who received replacement product or refund and signed a release, and who want replacement windows and/or doors for any reason.

Tier 3: Tier 3 includes all persons who are the Original Owner of Century Window Products and who have not made a Century Warranty Claim and who want replacement windows and/or doors for any reason.

To facilitate the provision of information to the members of the Settlement Class before the Fairness Hearing, the Court has approved this Notice to Settlement Class Members and a Publication Notice.

You may comment on the above-described class certification terms or the proposed Settlement before the Court at the Fairness Hearing under the deadlines set forth below. In addition, you have the right to exclude yourself from the Settlement Class. If you exclude yourself, you will not be bound by the terms of the Settlement. This means that you will no longer be represented by Class Counsel, who are the attorneys who represent the Representative Plaintiff and the other members of the Settlement Class. It further means that you will not be able to recover any benefit under the terms of the Settlement Agreement and will have to proceed separately against JELD-WEN if you wish to attempt recovery on a Century Window Products warranty claim. Should the Court enter an order granting final approval of the Settlement, all remaining Settlement Class members will be bound by that order and all other orders and judgments entered by the Court.

THIS NOTICE IS A SUMMARY OF THE SETTLEMENT TERMS

The complete terms and conditions of the Settlement is contained in the Settlement Agreement, which was filed with the Court on March 8, 2010. This Notice is intended only as a summary of those terms and conditions. If you have any questions regarding this Notice or the terms and conditions of the Settlement Agreement, you may

contact the Claims Administrator by telephone at 1-877-289-4000 (toll-free) or in writing at the following address in order to obtain more information:

Century Window Products Claims Administrator
P.O. Box 11501
Columbia, SC 29211

Alternatively, you may go to the following website for more information: www.centurywindowsettlement.com.

SETTLEMENT BENEFITS

Below is a summary of the Settlement Benefits for which you may apply, depending on which Tier of the Settlement Class you belong to. ***If you want to apply for Settlement Benefits, you must complete and sign the enclosed CLAIM FORM and submit it to the Claims Administrator with all applicable Required Proof (see below) by mail postmarked no later than December 6, 2010.***

Tier Benefits

Tier 1: Class Members who fall within Tier 1 are eligible to receive JELD-WEN "Premium Wood Sitrine EX" replacement windows and/or doors for all of the Century Window Products in their home free of charge, provided that they submit proof (in the form of photographs, followed by inspections, if necessary) that at least 25% of the Century Window Products in their home contain Werzalit Frames that exhibit cracking, splitting, frame corner separation, or other problem affecting the structural integrity of the frame. To be eligible for this benefit, the homeowner must provide measurements and specifications for the replacement products and bear the cost of shipping, storage on site, installation, and finishing. Tier 1 Class Members may request features that are "upgrades" from their present Century Window Products, but will be required to pay for those "upgrades" in an amount not to exceed 50% off the distributor list price.

Tier 2: Class Members who fall within Tier 2 are eligible to receive JELD-WEN replacement windows and/or doors for any of the Century Window Products in their home at a 40% credit off of the distributor list price. To be eligible for this benefit, the homeowner must provide measurements and specifications for the replacement products and bear the cost of shipping, storage on site, installation, and finishing.

Tier 3: Class Members who fall within Tier 3 are eligible to receive JELD-WEN replacement windows and/or doors for any of the Century Window Products in their home at a sliding-scale credit off of the distributor list price. The sliding-scale credit is based on the length of time the Class Member has owned his or her Century Window Products, as follows: If the Class Member has owned the Century Window Products from 5 to 15 years, the Class Member is entitled to a 50% credit off distributor list price; If the Class Member has owned the Century Window Products from 16 to 20 years, the Class Member is entitled to a 30% credit off distributor list price; if the Class Member has owned the Century Window Products from 21 to 25 years, the Class Member is entitled to a 25% credit off distributor list price. To be eligible for this benefit, the homeowner must provide measurements and specifications for the replacement products and bear the cost of shipping, storage on site, installation, and finishing.

Required Proof

Persons seeking to become a member of the Settlement Class must provide proof that they are the Original Owner of the Century Window Products in their home, that their home is equipped with Century Window Products, and, if they are seeking membership in Tier 1 of the Settlement Class, that they have already made a Century Warranty Claim within the applicable Warranty Term and that at least 25% of the Century Window Products in their home contain Werzalit frames that exhibit cracking, splitting, frame corner separation, or other similar problem affecting the structural integrity of the frame.

Proof that the person is an "Original Owner" of Century Window Products may be made by submitting a copy of a closing statement or the equivalent showing that the seller of the home was the contractor who built the residence

for sale and not for personal use, or other documentary evidence that indicates that the person is an "Original Owner" of Century Window Products as that term is defined in the Settlement Agreement.

Proof that at least 25% of the Werzalit frames in the Century Window Products in a home exhibit cracking, splitting, frame corner separation, or other similar problem affecting the structural integrity of the frame may be made by color photographs or the equivalent. Persons who wish to apply for Settlement Benefits but who are unable to provide the proof necessary to complete a claim may contact the Claims Administrator to request an inspection of their home by a qualified JELD-WEN inspector, if appropriate. The Homeowner will bear the costs of the inspection.

Persons owning a home as joint tenants, tenants in common, or other forms of joint ownership shall be treated as one Class Member for the purposes of receiving benefits.

ATTORNEYS FEES AND COSTS

Pursuant to the Settlement Agreement, Class Counsel shall, as compensation for the time, effort, and risk involved in representing the Settlement Class, apply to the Court for an award of attorneys fees and costs. Any such award shall be in an amount determined by the Court. Pursuant to the Settlement Agreement, any such award shall not exceed \$300,000.

WALK-AWAY RIGHT

JELD-WEN has the right to terminate and withdraw from the Settlement Agreement no later than July 21, 2010, if 3% or more of the Settlement Class members who have communicated with the Claims Administrator by July 7, 2010, have excluded themselves from the Settlement.

RECOMMENDATION OF COUNSEL

Class Counsel recommends approval by the Court of the Settlement Agreement as fair and reasonable and as necessary to protect the best interests of the Settlement Class on the grounds that, among other things, (1) the continued prosecution of the Action through trial and appeals would require considerable expense and time, with a high degree of risk and uncertain prospects for recovery; and (2) settlement of the claim in the Action under the terms and conditions of the Settlement Agreement will benefit the Settlement Class members more than would continued litigation.

JELD-WEN makes no recommendation regarding whether the proposed Settlement is in the best interests of individual Settlement Class members or the Settlement Class as a whole. JELD-WEN has agreed to the Settlement to avoid further expense, inconvenience, and the distraction of expensive and protracted litigation. Notwithstanding JELD-WEN's agreement not to further contest this litigation, the proposed Settlement and this Notice do not constitute an admission of liability of any kind. JELD-WEN has denied and continues to deny the claim in the Action, including the contention that class certification is appropriate, and has denied, and continues to deny, any legal liability of any kind.

The Court has made no determination on the merits of the claims or defenses one way or the other.

RELEASE AND DISMISSAL OF CLAIMS

Final approval of the Settlement Agreement will mean that each individual Settlement Class member expressly and irrevocably waives and fully, finally, and forever settles and releases any and all claims, demands, actions, suits, and causes of action against JELD-WEN, inc., and all associated companies, along with its subsidiaries, successors, and assigns, any current, past, or future owners, directors, officers, employees, attorneys, insurers, accountants, direct and indirect shareholders, partners, members, or agents of the foregoing, and any other person or entity against which a claim (other than for personal injury) was or could have been brought in the Action, and in each case, their respective heirs, successors, and assigns, whether known or unknown, asserted or unasserted, that the Settlement Class member ever had, could have had, now has, or hereafter can, shall, or may have, relating in any way to the Century Window Products in his or her home.

HOW YOUR RIGHTS ARE AFFECTED

Remaining a Settlement Class Member

If you fall within the definition of the Settlement Class as set forth above, you are automatically a member of the Settlement Class. If you do not exclude yourself from the Settlement by July 7, 2010, you will remain a Settlement Class member. You may, if you wish, comment on or object to the Settlement if you remain a member of the Settlement Class. If you remain in the Settlement Class and the Settlement is approved, you will be bound by the Court's orders and judgment in the Action.

If you remain a Settlement Class member and want to apply for Settlement Benefits, you must complete and return the CLAIM FORM and all applicable Required Proof, as described above, by **December 6, 2010**.

Excluding Yourself from the Settlement

If you do not want to participate in the Settlement, you may exclude yourself from the Settlement Class. To exclude yourself, you must provide written notice that you want to be excluded from the Settlement. Such notice must include your name, address, and Social Security Number and must be mailed to the Claims Administrator (not to Class Counsel), and must be postmarked no later than July 7, 2010. **TO BE CONSIDERED VALID, A REQUEST FOR EXCLUSION MUST SET FORTH ALL OF THIS INFORMATION AND MUST BE SIGNED BY THE CLASS MEMBER AND MUST BE TIMELY MAILED TO THE FOLLOWING ADDRESS:**

Century Window Products Claims Administrator
P.O. Box 11501
Columbia, SC 29211

A "Request for Exclusion" form is attached. If you use this form, you must submit it to the Claims Administrator (not to Class Counsel) by mail postmarked no later than July 7, 2010, to exercise your right to exclude yourself from the Settlement. Any Settlement Class member who excludes himself or herself from the Settlement will no longer be a Settlement Class member and will no longer be represented by Class Counsel. If you choose to file a "Request for Exclusion," you will be ineligible for any Settlement Benefits under the Settlement Agreement.

If you exclude yourself from the Settlement, you will be ineligible for any Settlement Benefits. If you do not exclude yourself from the Settlement, you will be bound by its terms upon final approval of the Settlement. If you exclude yourself and still desire to pursue a claim, you should immediately consult with your own personal attorney (*not* Class Counsel) so that you can determine the time period in which you must file suit on any such claim.

Representation

For purposes of the Settlement, you are represented by David P. Meyer, Matthew R. Wilson, and John A. Lancione. You may hire an individual attorney, at your own expense, to appear on your behalf for the purpose of commenting on the matters contained in this Notice, but you are not required to hire an attorney to appear, comment, or be heard at the Fairness Hearing or to participate in the Settlement, if it is approved. Should you exclude yourself from the Settlement Class, you will no longer be represented by Class Counsel.

FAIRNESS HEARING

There will be a Fairness Hearing on the Settlement Agreement on August 6, 2010, at 11:30 a.m. before the Honorable Solomon Oliver, Jr., United States District Court Courthouse, in Cleveland, Ohio. At the Fairness Hearing, any person, upon a showing that he or she is a valid Settlement Class member, may appear in person, or through counsel, and may be heard in support of, or in opposition to, the fairness, reasonableness, and adequacy of the Settlement. If you wish to be heard in support of or in opposition to the Settlement, your comments and objections

will be considered by the Court only if you file them with the Court by July 16, 2010, and deliver copies to counsel, no later than by mail postmarked on July 16, 2010, at the following addresses:

<u>Clerk of Court</u> United States District Court for the Northern District of Ohio United States District Courthouse 801 West Superior Ave. Cleveland, Ohio 44113	<u>Class Counsel</u> Matthew R. Wilson David P. Meyer & Associates Co., LPA 1320 Dublin Road, Suite 100 Columbus, OH 43215	<u>Counsel for JELD-WEN</u> Stephen G. Morrison Nelson Mullins Riley & Scarborough, LLP 1320 Main St., Suite 1700 Columbia, SC 29201
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Any Settlement Class member who does not file and serve written comments or objections to the Court by **July 16, 2010** shall be deemed to have waived any and all objections and shall be foreclosed from objecting (by appearance or otherwise) to the Settlement. Any Settlement Class member who is satisfied with the proposed Settlement need not appear at the hearing or submit any comments.

FURTHER INFORMATION AVAILABLE

This Notice contains a summary of the Settlement Agreement and is not intended, and should not be construed as, a complete statement of the Settlement. You can obtain a copy of the Settlement Agreement by reviewing the settlement website at www.centurywindowsettlement.com, or by contacting the Claims Administrator at 1-877-289-4000 (toll free). **Any questions you may have about the matters addressed by this Notice should not be made to the Court, the Parties, or Class Counsel, but should instead be directed to the Claims Administrator in writing to the following address:**

**Century Window Products Claims Administrator
P.O. Box 11501
Columbia, SC 29211**

DO NOT COMPLETE THIS FORM UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE CENTURY WINDOW PRODUCTS SETTLEMENT.

REQUEST FOR EXCLUSION

READ THE ENCLOSED LEGAL NOTICE CAREFULLY BEFORE FILLING OUT THIS FORM

I have read the Notice of Class Action and Settlement and I DO NOT wish to remain a member of the Settlement Class in *Stout, on behalf of himself and all others similarly situated v. JELD-WEN, inc.*, pending in the United States District Court for the Northern District of Ohio, Case Number 1:08-cv-0652.

Date: _____

Name of Person Seeking Exclusion: _____

Address: _____

Phone Number: _____ Social Security Number: _____

Signature: _____

If you are represented by counsel:

Counsel's Name: _____ Counsel's Telephone Number: _____

Counsel's Address: _____

IF YOU WANT TO EXCLUDE YOURSELF FROM THIS CLASS, THIS FORM MUST BE COMPLETED, POSTMARKED BY JULY 7, 2010, AND SENT TO:

Century Window Products Claims Administrator
P.O. Box 11501
Columbia, SC 29211

DO NOT MAIL THIS FORM TO CLASS COUNSEL

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