



**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE CORNERSTONE BUILDING  
BRANDS, INC. STOCKHOLDER  
LITIGATION

C.A. No. 2023-0092-JTL

**FINAL ORDER AND JUDGMENT  
APPROVING CLASS ACTION SETTLEMENT**

**WHEREAS**, a consolidated stockholder class action is pending in this Court titled *In re Cornerstone Building Brands, Inc. Stockholder Litigation*, C.A. No. 2023-0092-JTL (the “Action”);

**WHEREAS**, Plaintiffs Whitebark Value Partners LP and Robert Garfield (collectively, “Plaintiffs”), individually and on behalf of the Class; (ii) Defendants Clayton Dubilier & Rice, LLC, CD&R Pisces Holdings, L.P., Clayton, Dubilier & Rice Fund VIII, L.P., CD&R Friends & Family Fund VIII, L.P., Alena Brenner, George Ball, Gary Forbes, John Holland, William Jackson, Judith Reinsdorf, and Centerview Partners LLC (collectively, “Defendants”); and (iii) Cornerstone Building Brands, Inc. (“Cornerstone” or the “Company”) (and together with Plaintiffs and Defendants, the “Settling Parties,” and each a “Party”) have entered into a Stipulation and Agreement of Settlement, Compromise and Release dated February 24, 2025 (the “Stipulation”) that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

**WHEREAS**, by order dated February 26, 2025 (the “Scheduling Order”), this Court (a) ordered that notice of the proposed Settlement be provided to potential Class Members; (b) provided Class Members with the opportunity to object to the proposed Settlement, the Proposed Plan of Allocation, and/or Plaintiffs’ Counsel’s application for an award of attorneys’ fees and expenses; and (c) scheduled a hearing regarding final approval of the Settlement;

**WHEREAS**, the Court conducted a hearing on May 29, 2025 (the “Settlement Hearing”) to consider, among other things: (a) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Class, and should therefore be approved; (b) whether a Judgment should be entered dismissing the Action with prejudice as against Defendants; (c) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (d) whether the application by Plaintiffs’ Counsel for an award of attorneys’ fees and expenses (including incentive awards to Plaintiffs) should be granted;

**WHEREAS**, it appearing that due notice of the hearing has been given in accordance with the Scheduling Order; the Settling Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement, Plan of Allocation, and application by Plaintiffs’ Counsel for an award of attorneys’ fees and expenses; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other

persons or entities requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to members of the Class was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**, this 29th day of May, 2025, as follows:

1. **Definitions:** Unless otherwise defined in this Judgment, the capitalized terms used herein shall have the same meanings given to them in the Stipulation.
2. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Settling Parties, and each of the Class Members.
3. **Incorporation of Settlement Documents:** This Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on February 24, 2025; and (b) the Long-Form Notice and Publication Notice, which were filed with the Court as Exhibits B and C to the Stipulation on February 24, 2025.
4. **Notice:** The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Scheduling Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the

Releases to be provided thereunder); (iii) the proposed Plan of Allocation; (iv) Plaintiffs' Counsel's application for an award of attorneys' fees and expenses; (v) the Class Members' right to object to any aspect of the Settlement and/or Plaintiffs' Counsel's application for attorneys' fees and expenses; and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

5. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Court of Chancery Rule 23(e), this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the Settlement Payment; the Releases, including the release of the Released Plaintiffs' Claims as against the Released Defendant Parties, and Released Defendants' Claims as against the Released Plaintiff Parties; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class. The Settling Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

6. The Action and all of the claims asserted against Defendants in the Action by Plaintiffs and the other Class Members are hereby dismissed with prejudice. Plaintiffs and Defendants shall bear their own fees, costs, and expenses, except as otherwise expressly provided in the Stipulation or this Order.

7. **Binding Effect:** The terms of the Stipulation and of this Judgment shall be forever binding on Defendants, Cornerstone, Plaintiffs, and all other Class Members, as well as their respective successors and assigns.

8. **No Admission:** This Settlement shall not be deemed to constitute an admission by any Defendant of any fault, liability, damages, or wrongdoing, nor shall it be offered by any person as evidence in any action or proceeding, except in connection with a proceeding to enforce the terms of this Settlement or to effectuate the releases and dismissal with prejudice contained therein.

9. **Releases:** The Releases set forth in Paragraphs 4 and 5 of the Stipulation, together with the definitions contained in Paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to Paragraph 10 below, upon the Effective Date of the Settlement, Plaintiffs, all Class Members, and all Released Plaintiff Parties on behalf of themselves and their successors and assigns in their capacities as such, shall be deemed to have,

and by operation of law and of this Judgment shall have, fully, finally and forever released, settled and discharged the Released Defendant Parties from and with respect to every one of the Released Plaintiffs' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs' Claims against any of the Released Defendant Parties.

(b) Without further action by anyone, and subject to Paragraph 10 below, upon the Effective Date of the Settlement, Defendants, and the Released Defendant Parties, on behalf of themselves and their successors and assigns in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Defendants' Claims against any of the Released Plaintiff Parties.

10. With respect to the releases set forth in Paragraphs 9(a)-(b) above (collectively, "Released Claims"), the Settling Parties shall be deemed to have waived all provisions, rights, and benefits conferred by any law of the United States,

any law of any state, or principle of common law which governs or limits a person's release of Unknown Claims to the fullest extent permitted by law, and to have relinquished, to the full extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

11. Notwithstanding Paragraphs 12-13 above, nothing in the Stipulation or in this Judgment shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

12. **Award of Attorneys' Fees and Litigation Expenses:** Plaintiffs' Counsel are hereby awarded attorneys' fees and expenses in the sum of \$ 9,650,000, which sum the Court finds to be fair and reasonable (the "Fee and Expense Award"). The Fee and Expense Award shall be paid solely from the Settlement Fund.

13. Plaintiff Whitebark Value Partners LP is hereby awarded an incentive award in the amount of \$ 10,000, and Plaintiff Robert Garfield is hereby awarded an incentive award in the amount of \$ 5,000 (collectively, the

“Incentive Awards”). The Incentive Awards shall be paid to Plaintiffs from the Fee and Expense Award.

14. No proceedings or court order with respect to the Fee and Expense Award or Incentive Awards shall in any way disturb, affect, or delay this Judgment (including precluding this Judgment from being Final or otherwise being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement. Any such proceedings or court order shall be considered separate from this Judgment.

15. **Plan of Allocation of the Net Settlement Fund**: The Court hereby finds and concludes that the formula for the calculation of payments to Eligible Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Class Members with due consideration having been given to administrative convenience and necessity. No proceedings or court order with respect to approval of the Plan of Allocation shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

16. **Retention of Jurisdiction**: Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over

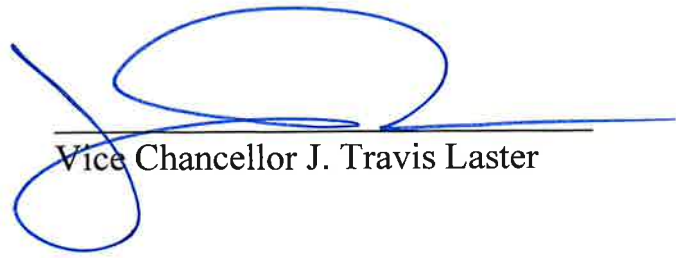


the Settling Parties and all Class Members for purposes of the administration, interpretation, implementation, and enforcement of the Settlement.

17. **Modification of the Stipulation:** Without further approval from the Court, the Settling Parties are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

18. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, (i) this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and (ii) this Judgment shall be without prejudice to the rights of Plaintiffs, the other Class Members and Defendants, and the Settling Parties shall revert to their respective positions in the Action as of January 9, 2025, as provided in the Stipulation.

19. **Entry of Final Judgment:** There is no just reason to delay the entry of this Judgment as a final judgment in the Action. Accordingly, the Register in Chancery is expressly directed to immediately enter this final judgment in the Action.



---

Vice Chancellor J. Travis Laster

Provided that the effectiveness  
and terms of this order as  
to Mr. Kepler are subject  
to the court's rulings during  
the hearing on May 29, 2025