

UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA  
Richmond Division

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STEVES AND SONS, INC., )  
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 Plaintiff, )  
 ) Civil Action No. 3:16-cv-545-REP  
v. )  
 )  
 JELD-WEN, INC., )  
 )  
 )  
 Defendant. )  
 )

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**PLAINTIFF STEVES AND SONS, INC.'S MOTION TO AMEND THE JUDGMENT**

Pursuant to Federal Rule of Civil Procedure 59(e), Plaintiff Steves & Sons, Inc., respectfully moves to amend the Court's December 14, 2018, Final Judgment Order ("Judgment"), ECF No. 1815, as follows and as more fully described in the accompanying memorandum and Exhibit A to that memorandum.

*First*, the Judgment should state that whether divestiture shall be stayed pending appeal, and the terms and conditions of such stay, will be addressed by separate order and that nothing in the Judgment effects a stay of divestiture.

*Second*, the Judgment should clarify that Steves may be entitled to its alternative remedy of future lost profits if the Court's divestiture judgment is not implemented for any reason, not merely if the divestiture judgment is set aside on appeal.

*Third*, the Judgment should make the following amendments to correct apparent inadvertent errors or oversights. Steves has shared these proposed amendments with JELD-WEN, and JELD-WEN has represented that while there are a variety of nuances it will want to explain in a partial opposition, the parties' disagreement on these issues will likely be limited.

- The jury's award of \$36,455,619 for past damages on Steves' Clayton Act claim should not be conditioned on reversal or vacatur of the Court's award of divestiture.
- The Judgment should provide that, if the jury's award of past damages on Steves' Clayton Act claim is set aside, then Steves shall be entitled to receive the jury's award of \$9,993,602 in past damages on Steves' breach-of-contract claim for JELD-WEN's breach of the parties' May 2012 Long-Term Agreement (the "Supply Agreement").
- The Judgment should clarify that the new owner of Towanda will be required to enter into a supply agreement with Steves commencing no later than "September 10" 2021 rather than after 2021.

- Consistent with the Court's prior rulings, judgment should be entered in favor of the individual defendants, Edward and Sam Steves and John Pierce, on JELD-WEN's trade secret counterclaims.

Dated: January 11, 2019

Respectfully submitted,

**STEVES AND SONS, INC.**

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**CERTIFICATE OF SERVICE**

I hereby certify that on January 11, 2019, I caused a copy of the foregoing to be electronically filed using the CM/ECF system, which will send notification to counsel of record of such filing by operation of the Court's electronic system. Parties may access this filing via the Court's electronic system.

By /s/Lewis F. Powell III