

EXHIBIT 1

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

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

**PLAINTIFF STEVES AND SONS, INC.’S AND DEFENDANT
JELD-WEN, INC.’S AGREED STIPULATION OF UNDISPUTED FACTS**

I. Stipulations by Both Parties

Both parties to this matter stipulate and agree that the below facts are true, admissible into evidence and may be read to the jury during an appropriate time at trial.

1. Plaintiff Steves and Sons, Inc. (“Steves”) was founded in 1866 in San Antonio, Texas.
2. Steves is a Texas corporation headquartered in San Antonio, Texas.
3. Steves owns a door manufacturing plant in Henrico County, Virginia.
4. Defendant JELD-WEN, Inc. (“JELD-WEN”) was founded in 1960 in Klamath Falls, Oregon.
5. JELD-WEN is a Delaware corporation headquartered in Charlotte, North Carolina.
6. Molded doors are made with molded doorskins. Doorskins are also referred to as door “facings.”
7. Interior molded doors are made by gluing two molded doorskins over a wooden frame.

8. Effective October 24, 2012, JELD-WEN acquired Craftmaster.

9. JELD-WEN's acquisition of Craftmaster was announced on June 18, 2012.

10. On May 1, 2012, Steves and JELD-WEN signed a Doorskin Product Agreement ("the Supply Agreement") pursuant to which JELD-WEN agreed to sell, and Steves agreed to buy, molded doorskins on terms and conditions contained in that agreement.

11. The Supply Agreement requires that a party participate in an "internal conference" and a mediation before filing suit to enforce that agreement. Before the filing of the present lawsuit, Steves and JELD-WEN held two internal conferences and a mediation, which were not successful in resolving the dispute.

II. Stipulations by JELD-WEN

JELD-WEN stipulates and agrees that the following facts are true, admissible into evidence and may be read to the jury at the appropriate time during trial.

12. JELD-WEN has not exercised its option to repurchase U.S. Patent No. D501,931 from Masonite pursuant to the settlement agreement between JELD-WEN and Masonite dated October 19, 2009 ("2009 Settlement Agreement"). A copy of this agreement is Plaintiff's Exhibit 54 (JW-CIV-00641956).

13. JELD-WEN received \$125,000 from Masonite's lawsuit against Craftmaster, pursuant to Masonite's obligation under Section 3.2.2 of the 2009 Settlement Agreement. JELD-WEN has not received any proceeds from any other litigation as provided in Section 3.2.3 of the 2009 Settlement Agreement.

14. JELD-WEN has not paid any royalties to Masonite pursuant to the License Agreement (Sealed Press) (Plaintiff's Exhibit 48) (JW-CIV-00641899) for 2012 through 2017.

15. JELD-WEN granted Masonite a covenant not to sue as provided in Sections 3.6 and 3.7 of the 2009 Settlement Agreement. JELD-WEN has not licensed or granted a covenant not to sue in relation to any of its molded doorskin patents to any other third party.

16. Other than with regard to its counterclaim against Masonite for infringement of U.S. Patent No. D501,931 in the lawsuit in the District Court of Delaware referenced in the 2009 Settlement Agreement, JELD-WEN has not asserted any molded doorskin patent infringement claims against any third party.

17. Other than with regard to Masonite's claim for infringement of U.S. Patent No. 5,344,484 in the lawsuit in the District Court of Delaware referenced in the 2009 Settlement Agreement, JELD-WEN has not been sued for patent infringement relating to molded doorskins by any third party since 2009.