

EXHIBIT E

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JELD-WEN'S PROPOSED JURY VERDICT FORM

Claim 1: Violation of Section 7 of the Clayton Act

Question 1: Did Steves prove by a preponderance of the evidence that the relevant product market is “interior molded doorskins”?

Yes _____ No _____

[If you answered “yes” to Question 1, then please go to Question 2. If you answered “no” to Question 1, then please go on to Question 9.]

Question 2: Did Steves prove by a preponderance of the evidence that the relevant geographic market is “the United States”?

Yes _____ No _____

[If you answered “yes” to Question 2, then please go to Question 3. If you answered “no” to Question 2, then please go on to Question 9.]

Question 3: Did Steves prove by a preponderance of the evidence that JELD-WEN’s acquisition of CMI in 2012 either has already created a reasonable probability that competition in the market for door skins has lessened substantially, or that within a reasonable time in the future, there may be a substantial lessening of competition?

Yes _____ No _____

[If you answered “yes” to Question 3, then please answer Question 4. If you answered “no” to Question 3, then please go on to Question 9.]

Question 4: Did Steves prove by a preponderance of the evidence that Steves was in fact injured as a result of JELD-WEN’s 2012 acquisition of CMI, that JELD-WEN’s 2012 acquisition of CMI was a material cause of Steves’ injury, and that Steves’ injury is an injury of the type that the antitrust laws were intended to prevent?

Yes _____ No _____

[If you answered “yes” to Question 4, then please answer Question 5. If you answered “no” to Question 4, then please go on to Question 9.]

Question 5: What amount of damages did Steves prove by a preponderance of the evidence that Steves is entitled to recover as compensation for injuries it has already suffered as a direct result of the acquisition? If none, write “0”.

Question 6: What amount of damages did Steves prove by a preponderance of the evidence that Steves is entitled to recover as compensation for future lost profits it predictably will suffer as a direct result of the acquisition? If none, write “0”.¹

[If you put a figure greater than 0 to answer question 5 or 6, go to question 7. If you did not put a figure greater than 0 to answer question 5 and 6, go to question 9.]

Question 7: Did JELD-WEN prove by a preponderance of the evidence that Steves acted unreasonably in failing to take steps to minimize or limit its losses, and that the failure to take those steps resulted in Steves’ losses being greater than they would have been had it taken such steps?

Yes _____ No _____

[If you answered “yes” to Question 7, then please answer Question 8. If you answered “no” to Question 7, then please go on to Question 9.]

¹ JELD-WEN’s inclusion of instructions related to Steves’ future lost profits claims is conditioned on the Court’ decision on JELD-WEN’s request for summary judgment on those claims.

Question 8: What amount of damages indicated in questions 5 and 6 did JELD-WEN prove by a preponderance of the evidence that Steves could have mitigated had it taken reasonable steps to reduce the harm to Steves? If none, write “0”.

Claims 2 & 3: Breach of Contract and Breach of Warranty

Question 9: Did Steves prove by a preponderance of the evidence that the May 1, 2012 Doorskin Product Agreement set forth the pricing terms that JELD-WEN should have charged for the Madison and Monroe doorskin styles created by JELD-WEN after the contract’s May 1, 2012 formation date, and that JELD-WEN breached that May 1, 2012 Doorskin Product Agreement by not selling Madison and Monroe styles at those prices?

Yes _____ No _____

Question 10: If you answered YES to Question 9, what is the amount of damages that Steves proved by a preponderance of the evidence that it suffered because of JELD-WEN’s breach related to the pricing of the Madison and Monroe doorskin styles created by JELD-WEN after the contract’s May 1, 2012 formation date? If none, write “0”.

Question 11: Did Steves prove by a preponderance of the evidence that Section 6 of the May 1, 2012 Doorskin Product Agreement requires JELD-WEN to reduce the prices it charges to Steves when the Key Input costs decline, and that JELD-WEN breached that provision by not doing so?

Yes _____ No _____

Question 12: If you answered YES to Question 11, what is the amount of damages that Steves proved by a preponderance of the evidence that it suffered because of JELD-WEN’s breach of Section 6 of the May 1, 2012 Doorskin Product Agreement? If none, write “0”.

Question 13: Did Steves prove by a preponderance of the evidence that under the May 1, 2012 Doorskin Product Agreement, JELD-WEN breached Section 6 of the May 1, 2012 Doorskin Product Agreement by using Key Input values that were higher than the actual increase in those Key Inputs?

Yes _____ No _____

Question 14: If you answered YES to Question 13, what is the amount of damages that Steves proved by a preponderance of the evidence that it suffered because of JELD-WEN's breach of Section 6 of the Doorskin Product Agreement? If none, write "0".

Question 15: Did Steves prove by a preponderance of the evidence that JELD-WEN breached Section 8 of the May 1, 2012 Doorskin Product Agreement by shipping defective doorskins to Steves and failing to reimburse Steves for defective doorskins?

Yes _____ No _____

Question 16: If you answered YES to Question 15, what is the amount of damages that Steves proved by a preponderance of the evidence that it suffered because of JELD-WEN's breach of Section 8 of the Doorskin Product Agreement? If none, write "0".

Question 17: Did Steves prove by a preponderance of the evidence that Section 8 of the May 1, 2012 Doorskin Product Agreement requires JELD-WEN to reimburse Steves for the cost of any doors made using defective doorskins, and that JELD-WEN breached Section 8 by refusing to reimburse Steves for the full cost of doors?

Yes _____ No _____

Question 18: If you answered YES to Question 17, what is the amount of damages that Steves proved by a preponderance of the evidence that it suffered because of JELD-WEN's breach of Section 8 of the Doorskin Product Agreement? If none, write "0".

Question 19: Did Steves prove by a preponderance of the evidence that JELD-WEN breached the implied warranty of merchantability present in the 2012 Doorskin Product Agreement?

Yes _____ No _____

[If you answered "yes" to Question 19, then please answer Question 20. If you answered "no" to Question 19, then you do not need to complete any additional questions.]

Question 20: Did Steves prove by a preponderance of the evidence that it notified JELD-WEN of the defective doorskins and/or doors within a reasonable time after discovery?

Yes _____ No _____

[If you answered "yes" to Question 20, then please answer Question 21. If you answered "no" to Question 21, then you do not need to complete any additional questions.]

Question 21: Did Steves prove by a preponderance of the evidence that it did not continue to incorporate defective doorskins into assembled doors it sold and gave JELD-WEN adequate opportunity to repair or replace defective doorskins?

Yes _____ No _____

[If you answered “yes” to Question 21, then please answer Question 22. If you answered “no” to Question 21, then you do not need to complete any additional questions.]

Question 22: What amount of damages did Steves prove by a preponderance of the evidence that Steves suffered because of JELD-WEN’s breach of the implied warranty of merchantability? If none, write “0”.
