

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 502013CA011785XXXXMB

TIMOTHY LEWIS, EILEEN LEWIS,
DENNIS WYTRYKUSH, individually and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

PGT INDUSTRIES, INC.,

Defendant.

**ORDER ON JOINT MOTION FOR PRELIMINARY
APPROVAL OF STIPULATION OF SETTLEMENT**

THIS CAUSE is before the Court upon the Plaintiffs and Defendant's Joint Motion for Preliminary Approval of Settlement and for Certification of Settlement Class ("Motion for Preliminary Approval"). In accordance with Rule 1.220 of the Florida Rules of Civil Procedure, the Court has considered the Settlement Agreement executed on behalf of the Plaintiffs and Defendant. Upon review of the Settlement Agreement and Plaintiffs' Motion for Preliminary Approval, the Motion for Preliminary Approval is hereby GRANTED.

1. The terms of the settlement are within the range of reasonableness and accordingly are preliminarily approved. In addition, this Court finds that certification of the Settlement Class satisfies the requirements of Fla. R. Civ. P. 1.220, and Plaintiffs fairly and adequately represent the interests of the Settlement Class. The Motion for Preliminary Approval of Settlement is therefore GRANTED. This preliminary approval is subject to further consideration at the Final Fairness Hearing.

2. For the reasons set forth below, subject to final approval, this Court hereby preliminarily certifies the following Settlement Class: as all owners of Florida residential property

in which PGT Winguard Aluminum 700 Series Windows or Doors including, but not limited to, fixed windows, hung windows, horizontal sliding windows, sliding glass doors, and French doors, are or have been installed from July 19, 2003 until July 19, 2013.

3. The Court hereby appoints Jeffrey Liggio, Esq. and Geoff Stahl, Esq. of Liggio Law, P.A. and Daniel Williams, Esq. of Gordon & Partners, P.A. as Settlement Class Counsel.

4. The Court finds that the class certification prerequisites set forth in Fla. R. Civ. P. 1.220—numerosity, commonality, typicality, and adequacy of representation—have been met for settlement purposes only, that common issues predominate over any possible individual issues that could be raised for settlement purposes only, and that the class action is superior to other available methods for the fair and efficient adjudication of this controversy.

5. The fact that the parties are willing to stipulate to class action certification for settlement purposes shall have no bearing on and will not be admissible or otherwise used in connection with, the issue of whether a class or collective action is properly certified in any non-settlement context. The Court's findings are solely for purposes of certifying the Settlement Class and will not have any legal, claim, issue, evidentiary, preclusive, precedential, or estoppel effect in any other action or claim against the Defendant Releasees, or in this action should the Stipulation of Settlement or Effective Date be terminated or not occur for any reason.

6. This Order is not admissible as evidence for any purpose against Defendant or any other party in any pending or future litigation. This Order shall not be construed or used as support for conditional certification or certification of any class or collective action. This Order shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability and Defendant specifically denies any such fault, breach, liability, or wrongdoing. This Order shall not be construed or used as an admission, concession, declaration, or waiver by any party of any arguments, defenses, or claims he, she, or it may have. Neither the fact of, nor any provision contained in the Stipulation and Settlement Agreement or its exhibits, nor any actions taken thereunder shall be construed

as, offered into evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession, or admission of any kind as to the truth of any fact alleged or validity of any defense that has been, could have been, or in the future might be asserted.

7. At the Final Fairness Hearing, the Court will consider whether the terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class, and whether final orders and judgments in accordance with the terms of the Settlement Agreement should be entered.

8. The Court preliminarily finds that the Settlement Agreement: (1) was reached after arm's-length negotiations before a nationally-recognized mediator, and after substantial factual and legal analyses by the parties; and (2) provides substantial benefits to all class members, especially in light of the evidence and risks associated with this litigation.

9. The Court approves, as to form and content, the Notice submitted by the parties (Exhibits 2) and finds that the procedures described in the Settlement Agreement meet the requirements of Rule 1.220 of the Florida Rules of Civil Procedure as well as due process and provides the best notice practicable under the circumstances.

10. Defendants shall bear all costs related to the Notices and publication. Prior to the Final Fairness Hearing, Defendants shall file proof, by affidavit, of the Notice and publication.

11. Class Members will have forty-five (45) days before the date of the Fairness Hearing to opt-out of the Settlement. To opt-out, a Class Member must send a letter by mail stating they want to be excluded from the Settlement in TIMOTHY LEWIS, et. al. v. PGT INDUSTRIES, INC., Case No. 502013CA011785XXXMB or electronically complete a request for exclusion, which will be available through the website managed by the Settlement Administrator. Those opting-out with a letter sent by mail must include their name, address, telephone number, and signature. The opt-out exclusion request must be mailed to: Window Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Any request to opt-out must include the following information: (1) the complete legal name of the Class Member

who wishes to be excluded; (2) the mailing address; (3) a statement that the Class Member wishes to be excluded from the Settlement; and (4) the Class Member's (or authorized representative's) signature or, if the person (or authorized representative) is unable to sign, his/her/its legal representative or guardian's name and signature.

12. A Class Member who does not properly and timely exclude himself, herself, or itself from the Settlement Class will be bound by the Settlement Agreement and the Releases, as provided for therein, and by any judgments in this action.

13. To object to the Settlement, a Class Member must do so in writing no later than forty-five (45) days before the date of the Fairness Hearing. The objection must set forth all objections and reasons therefore and state whether the Class Member intends to appear at the Final Fairness Hearing. The objection must identify: (1) a statement of each objection being made; (2) a detailed description, including citation(s), of the legal authorities underlying each objection; (3) a statement of whether the objector will appear at the Fairness Hearing; (4) a list of witnesses whom the objector may call by live testimony, deposition testimony, or affidavit during the Fairness Hearing; (5) a description of the testimony to be offered; and (6) a list of the exhibits that the objector may offer during the Fairness Hearing, along with copies of those exhibits. If the objector fails to comply with this procedure for making objections, any objection will be waived.

14. Subject to the terms for objections set forth above and in the Settlement Agreement and Notice, a Settlement Class Member may appear at the Final Fairness Hearing to show cause on the issue of whether any of the terms of the settlement should be approved as fair, reasonable and adequate, or whether judgment should be entered upon them.

15. Any Settlement Class Member who does not make an objection in the manner provided herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the settlement, or Settlement Class Counsel's Motion for Attorneys' Fees and Expenses.

16. The Final Fairness Hearing will be held before this Court at the Judge Daniel T.K. Hurley Courthouse, on ~~2019~~ ^{April 24, 2020 at 1:30 P.M. (1 hour reserved)} at ~~___~~ ^{___} m in Courtroom 11-C, located at 205 North Dixie Hwy., West Palm Beach, FL 33401, to consider the fairness, reasonableness and adequacy of the proposed settlement and to determine whether the settlement should be finally approved.

17. The Court retains jurisdiction of this action for all purposes.

ORDERED THIS 20th DAY OF December, 2019.


HONORABLE LISA B. SMALL
CIRCUIT COURT JUDGE

Copies furnished:

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