

EXHIBIT C

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GARY D. VOIGT, Individually and on
Behalf of All Others Similarly Situated
and Derivatively on Behalf of Nominal
Defendant NCI BUILDING SYSTEMS,
INC.,

Plaintiff,

v.

JAMES S. METCALF, DONALD R.
RILEY, NATHAN K. SLEEPER,
WILLIAM R. VANARSDALE,
JONATHAN L. ZREBIEC, KATHLEEN
J. AFFELDT, JAMES G. BERGES,
LAWRENCE J. KREMER, CLAYTON,
DUBILIER & RICE FUND VIII, L.P.,
and CLAYTON, DUBILIER & RICE,
LLC,

Defendants,

and

NCI BUILDING SYSTEMS, INC., a
Delaware corporation,

Nominal Defendant.

C.A. No. 2018-0828-JTL

[PROPOSED] ORDER AND FINAL JUDGMENT

A hearing having been held before this Court on _____, 2021 pursuant to this Court's Scheduling Order with Respect to Notice and Settlement Hearing, dated _____, 2021 (the "Scheduling Order"), and upon a Stipulation of Compromise and Settlement, dated August 25, 2021 (the "Stipulation") outlining a Settlement of the above-captioned action (the "Action"),

which is incorporated herein by reference, the parties having appeared by their attorneys of record, the Court having heard and considered the submissions and evidence presented in support of the proposed Settlement and the application for an award of attorneys' fees and expenses and an incentive award to Plaintiff in this Action, the opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Scheduling Order, and the Court having determined that Notice was adequate and sufficient, and the entire matter of the proposed Settlement having been heard and considered by the Court,

IT IS ORDERED, ADJUDGED AND DECREED, this _____ day of _____, 2021 that:

1. Unless otherwise defined herein, all capitalized terms shall have the same meanings as set forth in the Stipulation and the Scheduling Order.

2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement of the Action, as well as personal jurisdiction over all of the Parties and each of the Current Stockholders and Class members, and it is further determined that Plaintiff, Defendants, NCI, the Class and all Current Stockholders, as well as their transferees, heirs, executors, successors, and assigns, are bound by this Order and Final Judgment (the "Judgment").

3. The Notice has been given to all NCI stockholders as of July 17, 2018 and all Current Stockholders of the Company pursuant to and in the manner

directed by the Scheduling Order, proof of mailing, and other dissemination of the Notice was filed with the Court and full opportunity to be heard has been offered to all Parties, stockholders of the Company, members of the Class, and persons in interest. The Court finds that the form and means of the Notice was the best notice practicable under the circumstances and was given in full compliance with the requirements of Court of Chancery Rules 23 and 23.1 and due process of law, and that all Current Stockholders of NCI and members of the Class, as well as their transferees, heirs, executors, successors, and assigns, are bound by this Judgment.

4. With regard to the class action claims, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2):

a. The Court finds that (i) the Class, as defined below, is so numerous that joinder of all members is impracticable; (ii) there are questions of law and fact common to the Class; (iii) the claims of the Plaintiff are typical of the claims of the Class; and (iv) the Plaintiff has fairly and adequately protected the interests of the Class;

b. The Court finds that Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Class;

c. The Court finds that the requirements of Court of Chancery Rules 23(b)(1) and (2) have been satisfied; and

d. The Action is hereby finally certified as a proper class action on

behalf of a class comprising:

All record holders and beneficial owners of Cornerstone Building Brands, Inc. f/k/a NCI Building Systems, Inc. common stock as of July 17, 2018, and their heirs, assigns, transferees, and successors-in-interest, in each case solely in their capacity as holders or owners of NCI common stock. Excluded from the Class are (i) James S. Metcalf, Donald R. Riley, Nathan K. Sleeper, William R. VanArsdale, Jonathan L. Zrebiec, Kathleen J. Affeldt, James G. Berges, Lawrence J. Kremer, Clayton, Dubilier & Rice Fund VIII, L.P., Clayton, Dubilier & Rice, LLC, George Martinez, George L. Ball, Gary L. Forbes, and John J. Holland (collectively, the “Excluded Parties” and each an “Excluded Party”); (ii) any of the Excluded Parties’ immediate family members, affiliates, parent companies, subsidiaries, legal representatives, heirs, estates, predecessors, successors, and assigns; and (iii) any entity in which any Excluded Party has or had a direct or indirect controlling interest.

5. With respect to the derivative claims, the Court finds that Plaintiff in the Action has continuously held stock in the Company since the time of the alleged breaches of duty complained of in the Action, otherwise has standing to prosecute the Action, and is an adequate representative of all stockholders of NCI.

6. The Court finally appoints Gary D. Voigt as representative of the Class and NCI, with respect to the derivative claims, and finally appoints Andrews & Springer LLC and Friedman Oster & Tejtell PLLC as Co-Lead Counsel for the Class and on behalf of NCI with respect to the derivative claims.

7. Based on the record in the Action, each of the provisions of Chancery Court Rules 23 and 23.1 has been satisfied and the Action has been properly maintained according to the provisions of Chancery Court Rules 23 and 23.1.

8. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the NCI, its stockholders and the Class.

9. Pursuant to Court of Chancery Rules 23 and 23.1, this Court approves the Settlement in all respects, and the parties are directed to consummate the settlement in accordance with the terms of the Stipulation. The Register in Chancery is directed to enter and docket this Judgment.

10. The Action is hereby dismissed with prejudice as to all Defendants and as to NCI, and against Plaintiff, all Current Stockholders and the Class. As between Plaintiff and Defendants, the parties are to bear their own costs, except as otherwise provided in paragraph 16 below or as otherwise provided in the Stipulation and the Scheduling Order.

11. Upon entry of this Judgment and subject to NCI's receipt of the Net Settlement Payment, NCI, Plaintiff, the Class and each and every other NCI stockholder, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiff's Claims on their behalf, in such capacity only, shall fully, finally, and forever release, settle, and discharge, and shall forever be

enjoined from prosecuting, the Released Plaintiff's Claims against Defendants and any other Defendants' Releasees.

12. Upon entry of this Judgment and subject to NCI's receipt of the Net Settlement Payment, Defendants, on behalf of themselves and any other person or entity who could assert any of the Released Defendants' Claims on their behalf, in such capacity only, shall fully, finally, and forever release, settle, and discharge, and shall forever be enjoined from prosecuting, the Released Defendants' Claims against Plaintiff's Releasees.

13. The Parties are hereby authorized, without further approval from the Court, to agree to adopt such amendments, modifications, and expansions of the Stipulation that are consistent with this Judgment and the Stipulation and that do not limit the rights of Plaintiff, Defendants, the Dismissed Directors, NCI, the Class or the Company's stockholders under the Stipulation. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

14. Neither this Judgment, nor the Settlement nor any act or omission in connection therewith shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Defendants, the Dismissed Directors, or NCI, or any of the other Defendants' Releasees as to (i) the truth of any fact alleged by Plaintiff, (ii) the validity of any claims or other issues raised, or which might be or

might have been raised, in the Action or in any other litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiff or any of the other Plaintiff's Releasees that any of their claims are without merit, that any of the Defendants or Defendants' Releasees had meritorious defenses, or that damages recoverable under the Amended Complaint would not have exceeded the Settlement Payment.

15. In the event that the Settlement is terminated in its entirety pursuant to Paragraph 6.1 of the Stipulation or the Effective Date otherwise fails to occur for any other reason, then (i) the Settlement and the Stipulation (other than Section VI and Paragraph 3.3 thereof) shall be canceled and terminated; (ii) this Judgment and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under this Judgment shall be null and void; (iv) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in, and parties to, the Action shall revert to their status as of May 24, 2021, and no materials created by or received from another Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are required to be produced

during discovery in any other litigation; (vi) the Court shall set a revised schedule for trial; (vii) the Parties shall proceed in all respects as if the Settlement and the Stipulation (other than Section VI and Paragraph 3.3) had not been entered into by the Parties; and (viii) the Settlement Fund paid or due with respect to such amounts, less any escrow fees or costs actually incurred and paid or payable, shall be refunded directly to the insurers who made payments pursuant to Paragraph 2.1 of the Stipulation in an amount proportional to their contributions within five (5) business days after such cancellation or termination.

16. Plaintiff's Counsel are awarded attorneys' fees and expenses in the sum of \$ _____ to be payable from the Settlement Fund, which the Court finds to be fair and reasonable, to be paid in accordance with the terms of the Stipulation.

17. Plaintiff is awarded an Incentive Award in the sum of \$ _____ to be payable solely from the Fee Award.

18. No proceedings or Court order with respect to the Fee Award or Incentive Award shall in any way disturb or affect this Judgment (including precluding the Judgment from being Final or otherwise being entitled to preclusive effect), and any such proceedings or Court order shall be considered separate from this Judgment. Nothing herein dismisses or releases any claim by or against any

party to the Stipulation arising out of a breach of the Stipulation or violation of this Judgment.

19. Without affecting the finality of this Judgment in any way, this Court reserves jurisdiction over all matters relating to the administration, enforcement and consummation of the Settlement and this Judgment.

Vice Chancellor J. Travis Laster