

If you are an entity that maintained a place of business or charitable organization within the one-mile evacuation zone of the Winston Weaver facility on January 31, 2022, and sustained economic and/or nuisance-related damages caused by the fire and evacuation, excluding personal injury, you may be entitled to a cash payment from a Settlement.

A court has authorized this Notice. This is not a solicitation from a lawyer.

- A \$4,500,000 million settlement has been reached in a class action lawsuit against Winston Weaver Co., Inc. (“Defendant”) arising out of an evacuation as a result of a fire (“Incident”). The lawsuit alleges damages resulting from Defendant’s negligence, negligence per se, gross negligence, private nuisance, and/or public nuisance which proximately caused the fire and subsequent evacuation. The Defendant denies any wrongdoing.
- The Business Class includes: Any lawful, organized activity or enterprise, such as a corporation, limited liability company, partnership, or sole proprietorship, that engages in commercial, industrial, or professional activities to provide goods or services, either for profit or to further a non-profit mission, that operated or was located within the one-mile evacuation zone of the Winston Weaver facility on January 31, 2022, and sustained economic and/or nuisance-related damages caused by the fire and evacuation, excluding damages arising from personal injury. “Business” does not include unlawful, recreational, or hobbyist activities, or temporarily peddling goods or services in a residential area.
- If you are a Business Class Member, you can submit a Claim Form for the following benefits:
Flat Election Payment: You may submit a Claim Form without documentation for a flat \$10,000 payment per Business Class Member; **OR**
Actual Net Business Loss: You may submit a Claim Form with documentation for substantiated actual net business losses attributable to the Incident; **AND**
Extraordinary Loss or Property Damage: You may submit a Claim Form with supporting documentation showing repairs and/or replacement costs with strict itemization for losses reasonably linked to the Incident. If you select the Flat Election Payment, your Extraordinary Loss or Property Damage claim will be capped at \$25,000 per Business Class Member.
- Your payment may be subject to a *pro rata* (a legal term meaning equal share) decrease depending upon the total value of timely and valid Claim Forms.
- Recently, notice was provided regarding a settlement with natural persons affected by the Incident. This Settlement does not include natural persons.

This Notice may affect your rights. Please read this notice carefully.

Your Legal Rights and Options		Deadline
Submit a Claim Form	The only way to get Settlement benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: July 15, 2026
Exclude Yourself	Get no Settlement benefits. Keep your right to file your own lawsuit against the Released Entities about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: April 24, 2026
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: April 24, 2026
Do Nothing	Get no Settlement benefits. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees and expenses and Class Representative Participation Award. No Settlement benefits will be provided unless the Court approves the Settlement.

Questions? Go to www.WinstonWeaverClassAction.com or call 1-877-269-9879

BASIC INFORMATION

1. What is this Notice about?

A court authorized this Notice because you have the right to know about the Settlement in this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

Judge Edwin G. Wilson, Jr. of the General Court of Justice, Superior Court Division in the State of North Carolina, Forsyth County is overseeing this lawsuit. The lawsuit is known as *Thomas et al. v. Winston Weaver Co, Inc.*, Case Nos. 22 CVS 929 and 22 CVS 683. The businesses who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Winston Weaver Co., Inc., is called the “Defendant.”

2. What is a class action?

In a class action, one or more people or businesses (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

The Class Representatives in this lawsuit are Plaintiffs Arcola Lewis d/b/a Premier One Salon, IL&T Financial Consulting, International Machinery Sales, Inc., Nu Dimensions, and Zael’s Florists.

THE LEGAL CLAIMS IN THE LAWSUIT

3. What happened at the Winston Weaver facility?

The Winston Weaver facility was a fertilizer plant in Winston-Salem, North Carolina. A fire occurred sometime before 8:00 PM on Jan. 31, 2022. That night, local authorities issued an evacuation notice for approximately 2,500 homes and over 600 businesses within a one-mile radius of the Winston Weaver facility due to possible explosion hazard. Approximately 6,500 people lived or worked within the evacuation zone. On Feb. 3, 2022, authorities reduced the evacuation zone from a one-mile radius to an eighth of a mile radius.

4. What is the lawsuit about?

Plaintiffs contend that they were subject to an evacuation as a result of the fire which caused damages including loss of use and enjoyment of their real property, business operations, loss of income, and other types of business losses, mental anguish, annoyance and inconvenience, as well as other forms of damages as a result of the Incident.

The Defendant denies the legal claims and denies any wrongdoing or liability. No court or other judicial entity has made any judgment or other determination of any wrongdoing by the Defendant, or that any law has been violated.

5. Why is there a Settlement?

The Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle a portion of the lawsuit. The Class Representatives,

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Defendant, and their lawyers believe the Settlement is best for the Business Class because of the benefits available and the risks and uncertainty associated with continuing the lawsuit.

6. What if I received previous communications regarding this lawsuit?

Recently, notice was provided regarding a settlement with natural persons affected by the Incident. This Settlement does not include natural persons. You may be a member of the previous settlement class as an individual with separate rights and you may also be included in the Business Class with rights as a business or charitable organization. If you are both a settlement class member as an individual and a Business Class Member for a business or charitable organization, you must decide whether you want to proceed in the lawsuit as an individual or as a business or charitable organization. If you have already participated in the settlement as an individual, you may NOT file a Claim under this Settlement.

WHO IS IN THE BUSINESS CLASS

7. How do I know if I am included in the Business Class?

The Business Class includes: Any lawful, organized activity or enterprise, such as a corporation, limited liability company, partnership, or sole proprietorship, that engages in commercial, industrial, or professional activities to provide goods or services, either for profit or to further a non-profit mission, that operated or was located within the one-mile evacuation zone of the Winston Weaver facility on January 31, 2022, and sustained economic and/or nuisance-related damages caused by the fire and evacuation, excluding damages arising from personal injury.

“Business” does not include unlawful, recreational, or hobbyist activities, or temporarily peddling goods or services in a residential area.

8. Are there exceptions to being included in the Business Class?

Yes. Excluded from the Business Class are those persons who would otherwise be Business Class Members, but who or which are: (i) Defendant, Released Entities, or any of their employees, agents, Insurers, contractors, and subcontractors, including employees of Defendant’s agents, contractors or subcontractors, (ii) the Court and Court personnel and their immediate families, (iii) the lawyers who have made appearances for any of the Parties; and (iv) Opt Outs.

“Business” does not include unlawful, recreational, or hobbyist activities, or temporarily peddling goods or services in a residential area.

9. What if I am still not sure if I am in the Business Class?

If you are still not sure whether you are included in the Business Class, you can get free help at www.WinstonWeaverClassAction.com, by calling 1-877-269-9879, or writing to the lawyers in this lawsuit, at the address listed below.

THE SETTLEMENT BENEFITS

10. What does this Settlement provide?

If you are a member of the Business Class, you may submit a timely and valid Claim Form for the following Settlement benefits:

Questions? Go to www.WinstonWeaverClassAction.com or call 1-877-269-9879

Flat Election Payment: You may submit a Claim Form without documentation for a flat \$10,000 payment per Business Class Member.

If you do not have tax returns, financial statements, or sufficient documentation to support your Claim Form, you may choose this option. You will be provided a flat payment of \$10,000 for shutting down for three business days (the mandatory evacuation window). To the extent that claims rates exhaust the Settlement Fund such that dollar-for-dollar payments cannot be made, all businesses will receive the same pro rata reduction (e.g., 90 cents for every dollar of loss).

Actual Net Business Loss: You may submit a Claim Form with documentation for substantiated actual net business losses attributable to the Incident.

To receive payment for Actual Net Business Losses, you must provide federal income tax returns for 2022 and 2023.

Examples of other documentation to show substantiated actual net business losses attributable to the Incident include (but are not limited to): bank statements, sales tax returns, financial statements, employee time records, POS “zero sales” days, notices to customers, photos/video of closure signage, work orders/invoices for cleanup, utility outage notices. “Self-prepared” documents are, by themselves, insufficient to receive reimbursement, but can be considered to clarify or support other submitted documentation.

If you have been reimbursed or received an offset or reduction from any source, including insurance or the City of Winston Salem, the reimbursement amount will be deducted from your award payment. For example, if you submit evidence of an actual net business loss of \$25,000 as a result of the Incident and the City of Winston Salem had previously paid your business \$15,000 for lost profits in the year following the Incident, the \$15,000 prior payment would be subtracted from the \$25,000 calculation for a payment of \$10,000 under the Actual Net Business Loss claim.

You have the right to appeal the Settlement Administrator’s final determination of your Actual Net Business Loss Claim. More information and instructions on how to submit an appeal can be found in the Appeals of Claim Determinations Supplement to the Winston Weaver Plan of Distribution found at www.WinstonWeaverClassAction.com.

Extraordinary Loss or Property Damage: In addition to the Flat Election Payment or the Actual Net Business Loss, you may also submit a Claim Form with supporting documentation showing repairs and/or replacement costs with strict itemization for losses reasonably linked to the Incident. If you also select the Flat Election Payment, your Extraordinary Loss or Property Damage claim will be capped at \$25,000 per Business Class Member.

Examples of extraordinary loss, property or inventory damage include undelivered merchandise or warehoused items, cancellation of events or which you had been hired, or other such losses that caused business damages or other losses that are sufficiently different in degree from which most other Business Class Members experienced and are unique enough to merit special consideration.

You will only be reimbursed for Extraordinary Loss or Property Damage if:

1. Such losses are reasonably linked to the Incident; and
2. Supporting documentation shows repair and/or replacement costs with strict itemization.

Examples of documentation include (but are not limited to): bank statements, sales tax returns, financial statements, employee time records, POS “zero sales” days, notices to customers,

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photos/video of closure signage, work orders/invoices for cleanup, utility outage notices. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to clarify or support other submitted documentation.

The Settlement Administrator will apply depreciation, betterment, and/or salvage adjustments plus landlord/tenant allocation where applicable.

If your claim for Extraordinary Loss or Property Damage is denied, your Claim Form will be processed as if you elected the Flat Election Payment and/or Actual Net Business Loss reimbursement.

You have the right to appeal the Settlement Administrator’s final determination of your Extraordinary Loss or Property Damage Claim. More information and instructions on how to submit an appeal can be found in the Appeals of Claim Determinations Supplement to the Winston Weaver Plan of Distribution found at www.WinstonWeaverClassAction.com.

For purposes of calculating payments, the Settlement Administrator must distribute the funds in the Settlement Fund for payment of administrative expenses, attorneys’ fees and costs, and any Class Representative Participation Awards approved by the Court.

Your payment may be subject to a *pro rata* (a legal term meaning equal share) decrease depending upon the total value of timely and valid Claim Forms.

11. What am I giving up to receive Settlement benefits or stay in the Business Class?

Unless you exclude yourself (opt-out), you will remain in the Business Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Entities about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

12. What are the Released Claims?

Section 7 of the Settlement Agreement describes the Releases, Released Claims, and Released Entities, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.WinstonWeaverClassAction.com. For questions regarding the Releases, Released Claims, or Released Entities and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

13. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive Settlement benefits as described above. Your Claim Form must be submitted online at www.WinstonWeaverClassAction.com by **July 15, 2026**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by July 15, 2026**. Claim Forms are also available at www.WinstonWeaverClassAction.com or by calling 1-877-269-9879 or by writing to:

Questions? Go to www.WinstonWeaverClassAction.com or call 1-877-269-9879

Winston-Salem Business Settlement
 Settlement Administrator
 PO Box 3207
 Portland, OR 97208-3207

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

14. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Winston-Salem Business Settlement
 Settlement Administrator
 PO Box 3207
 Portland, OR 97208-3207

15. When will I receive my Settlement benefits?

If you file a timely and valid Claim Form, the Settlement benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.WinstonWeaverClassAction.com for updates.

YOUR RIGHTS AND OPTIONS

You must decide whether to stay in the Business Class or ask to be excluded (and keep your right to sue Defendant in your own separate lawsuit).

16. What happens if I do nothing at all?

If you do nothing you will stay in the Business Class and you will not get Settlement benefits. You must file a timely and valid Claim Form to receive Settlement benefits. If you do nothing now, you will not be able to sue or continue to sue the Defendant—as part of any other lawsuit—about the same legal claims in this lawsuit. You will also be legally bound by the orders and judgments.

17. Why would I ask to be excluded?

If you want to sue the Defendant on your own regarding the same legal claims in this lawsuit, or already have your own lawsuit against the Defendant regarding the same legal claims in this lawsuit and you want to continue with it, you need to ask to be excluded from the Business Class. If you exclude or remove yourself from the Business Class—sometimes called “opting-out” of the class—you will not get Settlement benefits. However, you may be able to sue or continue to sue the Defendant on your own. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action lawsuit.

If you start your own lawsuit or continue with an existing lawsuit against the Defendant regarding the same legal claims in this lawsuit after you exclude yourself, you will have to hire your own

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lawyer(s) for that lawsuit, and you will have to prove your legal claims. If you do exclude yourself so you can start or continue your own lawsuit against the Defendant, you should talk to your own lawyer soon, because *your legal claims may be subject to a statute of limitations*, meaning that you may face a deadline after which you cannot sue.

18. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) The case name and number - *Thomas et al. v. Winston Weaver Co, Inc.*, Case Nos. 22 CVS 929 and 22 CVS 683;
- 2) Your business name, title or position within the business, current mailing address, telephone number;
- 3) Your personal physical signature, date; and
- 4) A statement that you want to be excluded from the Business Class, such as “I hereby request to be excluded from the Business Class in *Thomas et al. v. Winston Weaver Co., Inc.*, Case Nos. 22 CVS 929 and 22 CVS 683.”

The exclusion request must be **mailed** by U.S. Mail, first class postage prepaid, to the Settlement Administrator at the following address, with copies sent to all lawyers at the addresses listed below, and be **postmarked by April 24, 2026**:

SETTLEMENT ADMINISTRATOR	
<p><i>Winston-Salem Business Settlement</i> Settlement Administrator PO Box 3207 Portland, OR 97208-3207</p>	
DEFENDANT’S COUNSEL	CLASS COUNSEL
<p>Rachel E. Keen Mason E. Freeman Womble Bond Dickinson (US) LLP One West Fourth St. Winston-Salem, NC 27101</p>	<p>Derek H. Potts The Potts Law Firm 3737 Buffalo Speedway Suite 1900 Houston, TX 77098 Gary Jackson 555 S. Mangum St. Suite 100 Durham, NC 27701</p>

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

You cannot opt-out (exclude yourself) by telephone or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Business Class Members or multiple Business Class Members where the opt-out has not been signed by each and every individual Business Class Member will not be allowed.

Questions? Go to www.WinstonWeaverClassAction.com or call 1-877-269-9879

19. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a timely and valid Claim Form.

20. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Entities for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Entities about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

21. How do I tell the Court I do not like the Settlement?

If you are a Business Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or attorneys' fees, costs, and Class Representative Participation Award.

To object, the business's legal representative must file your timely written objection with the Court as provided below by **April 24, 2026**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by **April 24, 2026**, stating you object to the Business Settlement in *Thomas et al. v. Winston Weaver Co., Inc.*, Case Nos. 22 CVS 929 and 22 CVS 683.

To file an objection, you cannot exclude yourself from the Business Class. Your objection must include all of the following information:

- 1) The case caption: *Thomas et al. v. Winston Weaver Co., Inc.*, Case Nos. 22 CVS 929 and 22 CVS 683;
- 2) Your business name, title or position within the business, current mailing address, telephone number;
- 3) The nature of and the reasons for your objection;
- 4) All evidence and documents you as the objector intend to offer;
- 5) The name and address of all witnesses you as the objector intend to call in support of your objection and a summary of the testimony each witness will give; and
- 6) Your signature as the objector or your lawyer's signature (if any).

To object, you must file your timely written objection with the Court by **April 24, 2026**, and send it by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by **April 24, 2026**, at the following addresses:

COURT	CLASS COUNSEL
<p style="text-align: center;">Clerk Superior Court Forsyth County Courthouse 175 N Chestnut St. Winston-Salem NC 27101</p>	<p style="text-align: center;">Derek H. Potts The Potts Law Firm 3737 Buffalo Speedway, Suite 1900 Houston, TX 77098</p> <p style="text-align: center;">Gary Jackson 555 S. Mangum St., Suite 100 Durham, NC 27701</p>

Questions? Go to www.WinstonWeaverClassAction.com or call 1-877-269-9879

DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
<p style="text-align: center;">Rachel E. Keen Mason E. Freeman Womble Bond Dickinson (US) LLP One West Fourth St. Winston-Salem, NC 27101</p>	<p style="text-align: center;"><i>Winston-Salem Business Settlement</i> Settlement Administrator PO Box 3207 Portland, OR 97208-3207</p>

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

22. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Business Class. Opting-out is telling the Court that you do not want to be part of the Business Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Gary Jackson, Esq., and Derek Potts of Potts Law Firm as Class Counsel to represent you and the Business Class for the purposes of this lawsuit. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

24. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you can hire your own lawyer at your own expense. For example, you can ask them to appear in Court for you if you want someone other than Class Counsel to speak for you.

25. How will the lawyers be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees of up to 33% of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also ask the Court to award \$50,000 to the Class Representatives for their participation in the lawsuit. If awarded by the Court, the attorneys' fees, costs, and Class Representative Participation Award will be paid from the Settlement Fund. The Court may award less than these amounts.

THE FAIRNESS HEARING

The Court will hold a "Fairness Hearing" to decide whether to approve the Settlement and attorneys' fees, costs, and Class Representative Participation Award. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

26. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on **May 11, 2026**, before the Honorable Edwin G. Wilson, Jr. at the Forsyth County Courthouse, 175 N. Chestnut St., Winston-Salem, NC 27101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement and Class Counsel's attorneys' fees and costs, and Class Representative Participation Award.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

Note: The date and time of the Fairness Hearing are subject to change without further notice to the Business Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.WinstonWeaverClassAction.com to confirm the date and time of the Fairness Hearing have not changed.

27. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Fairness Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

28. May I speak at the Fairness Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, may hear objections at the hearing.

GETTING MORE INFORMATION

29. How do I get more information about the Settlement?

This Notice contains a summary of the lawsuit, Settlement, and the proceedings. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.WinstonWeaverClassAction.com. You may get additional information at www.WinstonWeaverClassAction.com, by calling toll-free 1-877-269-9879, or writing the Settlement Administrator at:

Winston-Salem Business Settlement
Settlement Administrator
PO Box 3207
Portland, OR 97208-3207

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Questions? Go to www.WinstonWeaverClassAction.com or call 1-877-269-9879