

STATE OF NORTH CAROLINA
FORSYTH COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
22 CVS 929
22 CVS 683

VANDA THOMAS; STACY WHARTON;)
KAREN PRUDENCIO; ARCOLA LEWIS)
d/b/a PREMIER ONE SALON; and)
SHERMAN and KELLEY TRANSOU;)
TARRYTON T. CARSON, d/b/a ZAEL'S)
FLOREST; IL&T FINANCIAL)
CONSULTING, INC.; NU DIMENSIONS)
HAIR STUDIO, INC.; and)
INTERNATIONAL MACHINERY SALES,)
INC.;)
Individually and on Behalf of All Others)
Similarly Situated)
Plaintiffs,)
v.)
WINSTON WEAVER CO., INC.,)
Defendant.)

JOINT MOTION FOR PRELIMINARY
APPROVAL OF BUSINESS CLASS
SETTLEMENT AND AWARD OF
ATTORNEY FEES, COSTS, AND
EXPENSES, AND INCORPORATED
MEMORANDUM OF LAW IN SUPPORT

COMES NOW THE CLASS, by and through their respective counsel, respectfully requesting that this Court, on behalf of themselves and as Representatives of members of the Business Class (the "Settlement Class"), by and through undersigned Class Counsel hereby move, pursuant to North Carolina General Statutes § 1A-1, Rule 23:

1. For an Order preliminarily approving the settlement of the Business Class as set forth in the Business Settlement Agreement (BSA), attached as Exhibit 1 hereto;
2. For an Order approving the form and method of Notice provided in the BSA, and that dissemination of the Notice as set forth in the BSA be approved and ordered to be carried out;

3. For an Order preliminarily approving Attorneys' Fees and Litigation Expenses subject to the future filing of Plaintiffs' Counsel's Motion for Final Approval of Attorneys' fees and Litigation Expenses.

4. For an Order appointing Epiq Class Action & Claims Solutions, Inc. as Settlement Administrator to disseminate notice as set forth in the BSA, to receive and process Proof of Claim Forms and opt-outs pursuant to the terms of the BSA and the Proof of Claims Processing Protocol, and to carry out all other functions of the Settlement Administrator as set forth in the BSA;

5. For an Order that any members of the Settlement Class who elect to opt out of the Settlement Class must do so no later than thirty (30) days after the date of publication of the Notice by following the procedures set forth in the Notice and Paragraph 6.2.1 of the BSA;

6. For an Order that any members of the Settlement Class who elect to object to the fairness of the Settlement or to Court approval of the payment of Approved Claims, Settlement Costs, Attorneys' Fees, Litigation Expenses, Class Representative Participation Awards, and potential reversions to Defendant's Insurers, must do so no later than thirty (30) days after the date of publication of the Notice by following the procedures set forth in the Notice and Paragraph 6.2.2 of the BSA;

7. For an Order that a Final Fairness Hearing be held to consider final approval of the proposed Settlement, including Court approval of the payment of Approved Claims, Settlement Costs, Attorneys' Fees, Litigation Expenses, Class Representative Participation Awards, and potential reversions to Defendant's Insurer, commencing at a date and time to be set by the Court and published in the Notice; and

8. The Parties respectfully request that, immediately upon entry of the order of preliminary approval, the Court convene a telephone status conference with all counsel to discuss scheduling a date for the Final Fairness Hearing.

This Motion is supported by the attached Plaintiffs' Memorandum in Support of Joint Motion for Preliminary Approval of Class Settlement and Related Matters, and the exhibits thereto.

Respectfully submitted this 6th day of March 2026.



Gary W. Jackson, Attorney at Law
N.C. State Bar No. 13976
555 South Mangum Street, Suite 100
Durham, North Carolina 27701
T: (919) 298-2722
E: gjackson@ncadvocates.com

THE POTTS LAW FIRM, LLP
Derek H. Potts
(admitted pro hac vice)
(TX. State Bar No. 24073727)
3737 Buffalo Speedway, Suite 1900
Houston, TX 77098
E: dpotts@potts-law.com

Attorneys for the Class

Mason Freeman
Rachel Keen
Womble Bond Dickinson (US) LLP
One West Fourth Street
Winston Salem, North Carolina 27101
T: (336) 721-3691
E: mason.freeman@wbd-us.com
rachel.keen@wbd-us.com

Attorneys for Defendant

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served the foregoing MOTION FOR PRELIMINARY APPROVAL OF BUSINESS CLASS SETTLEMENT AND AWARD OF ATTORNEY FEES, COSTS, AND EXPENSES AND INCORPORATED MEMORANDUM OF LAW IN SUPPORT on the Court's electronic docketing system. By previous Case Management Order, Liaison Counsel are authorized and designated to receive filing electronically from the Court on behalf of all defendants. Therefore, the undersigned upon information and belief certifies that all counsel of record as noted below, will receive a copy of these papers through the Court's electronic notice system:

This, the 6th day of March, 2026

ADDRESSED TO:
Counsel for Defendants,
Mason Freeman, Esq.
Rachel Keen, Esq.
Womble Bond Dickinson (US) LLP
One West Fourth Street
Winston-Salem, NC 27101
(336) 721-3691
Mason.Freeman@wbd-us.com
Rachel.Keen@wbd-us.com



Gary W. Jackson

EXHIBIT 1

PRELIMINARY PARTIAL SETTLEMENT AGREEMENT

PARTIAL SETTLEMENT AGREEMENT

1. PREAMBLE

IL&T Financial Consulting, International Machinery Sales, Inc., Nu Dimensions, and Zael's Florists, are all businesses or entities doing business under North Carolina law, and domiciled in the City of Winston-Salem, Forsyth County, North Carolina ("Plaintiffs"), on behalf of themselves and as Representatives of members of the Business Class (as defined in Section 3.3 below), by and through undersigned Class Counsel (as defined in Section 3.10 below), and Winston Weaver Co., Inc., ("Defendant"), and its Insurers (as defined below), hereby enter into this Partial Settlement Agreement (the "Agreement"), as of the date hereof, providing for settlement with the Business Class pursuant to the terms and conditions set forth herein below, subject to the approval of the Court. (Plaintiffs and Defendant are hereinafter collectively referred to as the "Parties," and each a "Party.") This Agreement resolves all claims, except personal injury, held by Business class members only. Individual Damages (as per the Individual Partial Settlement Agreement as defined in Section 3.28 below) are expressly excluded from this resolution and have been resolved as approved by the Court in the Individuals Partial Settlement Agreement (as defined below).

2. RECITALS

WHEREAS, the dispute compromised by this Agreement arises out of the January 31, 2022, fire at Defendant's facility in Winston-Salem, North Carolina, and the subsequent evacuation of an area surrounding the facility (the "Incident");

WHEREAS, Plaintiffs have alleged that the Incident was caused by the negligence, gross negligence, negligence per se, private nuisance, and/or public nuisance of Defendant, including Defendant's negligent storage of approximately 600 tons of ammonium nitrate.

WHEREAS, the Winston-Salem Fire Chief recommended an evacuation from a one-mile radius around the site of the Defendant’s facility in Winston-Salem, North Carolina, (the “Recommended Evacuation Zone” as more particularly defined below);

WHEREAS, Plaintiffs and Class Counsel after thorough investigation have identified a reasonably ascertainable business population within the Recommended Evacuation Zone doing business at the time of the Incident;

WHEREAS, numerous businesses and entities doing business within the Evacuation Zone claim to have evacuated the area and/or to have suffered loss of use and enjoyment of their real property, business operations, suffered 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;

WHEREAS, because of the Incident, five lawsuits (including two putative class actions)—in which claims were made for the recovery of compensatory and punitive damages as a consequence of the Incident—were initiated against Defendant by the Plaintiffs and others. With leave of Court, Plaintiffs filed a Master Class Action Complaint on August 18, 2023, relating to all consolidated cases;

WHEREAS, on October 18, 2024, Plaintiffs filed a Motion for Class Certification and Appointment of Class Counsel, which was granted by the Court by signed order on February 3, 2025, following oral arguments held on January 8, 2025;

WHEREAS, by its signed order, on April 25, 2025, after the Parties filed a joint motion to amend the class certification order redefining the Plaintiff’s Class, the Court established the following Plaintiff Class, excluding any person relying solely on personal injury damages, Defendant, including any entity in which Defendant had a controlling interest, was a parent or

subsidiary, or which was controlled by Defendant, as well as the officers, directors, employees, affiliates, legal representatives, heirs, predecessors, successors, and assigns of Defendant; judges and court personnel in this case and any members of their immediate families; the attorneys who made appearances for any of those parties; and any person or entity that opted out of this action:

All natural persons and entities (whether business or charitable) that resided, lived, worked, or 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 damages arising from personal injury.

WHEREAS, on July 29, 2025, pursuant to settlement negotiations and a successful mediation, the Parties determined that in the interest of justice, it would be best to divide the Plaintiff Class into Individuals and Businesses;

WHEREAS, by its signed order, the Court appointed the following Class Representatives to represent the Individuals Class:

Vanda Thomas
Stacy Wharton
Karen Prudencio
Sherman Transou

WHEREAS, by its signed order, the Court appointed the following Class Representatives to represent the Business Class:

IL&T Financial Consulting
International Machinery Sales, Inc.
Nu Dimensions
Zael's Florists
Arcola Lewis d/b/a as Premier One Salon

WHEREAS, by its signed order, the Court appointed the following Lead Class Counsel:

Derek H. Potts, Esq.

Gary W. Jackson, Esq.

WHEREAS, by its signed order, the Court appointed the following Class Administrators:

Derek H. Potts, Esq.
Gary W. Jackson, Esq.

WHEREAS, the Parties filed a joint motion to amend the Business class certification order on September 2nd, 2025, which was granted the same day, redefining the Business Plaintiff Class as defined in Section 3.3 hereunder.

WHEREAS, the above-referenced cases are the only known pending actions by any of the Class members arising from the Incident;

WHEREAS, Defendant has denied and continues to deny any liability to Plaintiffs or other members of the Class, and have denied any wrongdoing or liability of any kind, and have asserted numerous defenses to the Plaintiffs' claims;

WHEREAS, the Parties twice mediated their claims, and agreed to settle all claims asserted by Individual class members only ("Individuals Class") while expressly excluding and allowing the case to proceed on claims relating to Business Damages;

WHEREAS, after this partial settlement, on December 16, 2025, the Parties mediated their remaining business claims, and agreed to settle all claims asserted by Business Class members (as defined below) only, pursuant to this Partial Settlement Agreement;

WHEREAS, Defendant desires to settle any and all of Plaintiffs' and the members of the Business Class's claims whatsoever that have been brought or could have been brought relating to the Incident, with the exception of any personal injury claims;

WHEREAS, the Plaintiffs and Class Counsel have conducted a thorough examination of the law and investigation of facts relating to the matters set forth in the Litigation;

WHEREAS, Class Counsel and Defendant have engaged in extensive, arms-length

negotiations regarding the issues presented in this Litigation and the possible terms of a settlement;

WHEREAS, after analyzing the relevant facts and applicable law, taking into account the burdens, risks, uncertainties, time, and expense of litigation, as well as the merits of the terms and procedures for a fair, cost-effective and a reasonable method of resolving the claims of the Business Class under this Agreement, the Parties have concluded that the settlement set forth in this Agreement is fair, reasonable, adequate and in the best interests of the proposed Business Class;

WHEREAS, Defendants have concluded, without any admission of liability, misconduct or wrongdoing, that resolving the Claims settled under the terms of this Agreement is desirable to reduce the time, risk, inconvenience, burden and expense of defending multiple claims and multiple-party litigation, and to resolve finally and completely the claims of the Plaintiffs and Business Class Members (as more fully defined below) as a result of the Incident, except claims for personal injuries;

WHEREAS, all members of the Business Class will have the right to object to the terms of the settlement or to exclude themselves from the Class pursuant to "Opt Out" procedures approved by the Court and the applicable law and as provided in this Agreement and the Notice;

NOW, THEREFORE, Plaintiffs, Class Counsel, and Defendant stipulate and agree (subject to Court approval) that the Business Class Members' Claims, as such claims are more fully described and defined below, arising from, related to, or in any way connected with the Incident against Defendant and the Released Entities shall be finally and completely released and settled subject to the terms and conditions set forth herein and subject to the Court's approval of the settlement.

3. DEFINITIONS

As used in this Agreement and all attachments hereto, and in addition to the definitions set forth in the Preamble and Recitals above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Agreement. Terms used in the singular shall be deemed to include the plural and vice versa; the term “person” shall include, as appropriate, legal entities as well as natural persons.

3.1 “Approved Claim” shall mean a Class Member’s Proof of Claim Form and Claim File, which (1) has been timely filed, (2) meets all of the requirements of the Proof of Claims Protocol and this Agreement, (3) a Claim Response Report has been served on the Claimant, and (4) has not been timely challenged to the Settlement Administrator, or appealed to the Court, or, if so, has become final.

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

3.3 “Business Class” shall mean all Businesses, falling into the below category but excluding those persons or businesses defined in Section 3.20 (Excluded Class Participants) below:

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

- 3.4 “Business Damages” or “Business Damage” shall mean losses incurred by a Business as a result of the Incident, including but not limited to lost revenue, lost or damaged inventory, product, and damaged property.
- 3.5 “Claim” shall mean any possible cause of action or theory of recovery, compensation or damages whatsoever arising out of the Incident, other than personal injury or Business Damage claims.
- 3.6 “Claimant” shall mean any person, whether or not a Class Member, who or which submits a Proof of Claim Form to the Settlement Administrator.
- 3.7 “Claim File” shall mean the Claimant’s Proof of Claim Form, all documentary proof submitted with the Proof of Claim Form or otherwise submitted in support of or opposition to the Claimant’s Proof of Claim, the Claim Response Report, any decision rendered by the Court in relation to Claimant’s claim, and any other supplemental information related to the Claimant’s claim whether submitted by Claimant, Class Counsel, the Settlement Administrator, or Defendant.
- 3.8 “Claim Response Report” shall mean a report (as defined in the Proof of Claims Processing Protocol) prepared by the Settlement Administrator, after evaluating any submitted Proof of Claim and supporting documentation or proof, if any, and which shall be sent to the Claimant, Class Counsel, Defendant’s counsel, and Private Counsel,

if any, advising the Claimant of either the approval or denial of the claim. In the case where a claim is denied, or the award is lower than the claim, the Claim Response Report will identify the deficiencies or reasons for such denial or reduction. For Approved Claims, the Claim Response Report will identify the monetary award to be distributed including any applicable deductions as set forth herein.

- 3.9 “Claim Reviewer” and “Claim Reviewers” shall mean the Settlement Administrator’s employee(s) or agent(s) and/or any other Special Master or other professional appointed by the Court who will (i) process, review and evaluate the claims submitted by Claimants for settlement under the Agreement and the Proof of Claims Processing Protocol, (ii) determine the relief to be provided in response to such claims under the Agreement and that Protocol, and (iii) arrange for the relief to be paid to qualifying Claimants and otherwise fulfill the responsibilities of a “Claim Reviewer” as described in the Proof of Claims Processing Protocol.
- 3.10 “Class Action” and “Litigation” shall mean the civil actions currently docketed as 22-CVS-929 and 22-CVS-683 in Forsyth County Superior Court, entitled *Vanda Thomas, et al. v. Winston Weaver Co., Inc.*, and all consolidated cases subsumed within and prosecuted under a Master Complaint filed by Class Counsel on August 18, 2023, and the Second Amended Master Complaint adding the Business Class representatives filed by Class Counsel on September 18, 2025.
- 3.11 “Class Counsel” refers to the lawyers appointed by the Court.
- 3.12 “Class Members” shall mean all Businesses in the Business Class who do not Opt Out or who are not Excluded Class Participants (as defined below) in accordance with the procedures set forth in the Notice and this Agreement.

- 3.13 “Common Settlement Fund” or “Gross Settlement Fund” shall mean the sum of Four million five hundred thousand dollars (\$4,500,000.00) consisting of \$4,205,507.36 contributed by the Insurers and up to \$294,462.64 to be contributed from any reversion remaining in the Individual Class Settlement after all Individual Claims, fees and costs are satisfied, deposited by Defendant’s Insurers into a Common Settlement Fund with the Escrow Agent, together with all accrued interest and earnings.
- 3.14 “Common Settlement Fund Distribution Protocol” shall mean the method by which the Settlement Administrator is to distribute monies from the Common Settlement Fund, including the payment of Class Members pursuant to the Proof of Claims Processing Protocol, Attorneys’ fees and Litigation Expenses, the payment of Class Representative Participation Awards, payment of Settlement Administration costs, and payment of any Reversion to Defendant’s Insurers.
- 3.15 “Court” shall mean the Superior Court of Forsyth County, including the Honorable Edwin G. Wilson, Jr., presiding.
- 3.16 “Defendant’s Insurers” shall mean Nationwide Agribusiness Insurance Company, Great American E&S Insurance Company, Steadfast Insurance Company, Axa XL, Sompo International, and Berkley Custom Insurance Managers.
- 3.17 “Escrow Agent” or “Bank” shall mean Esquire Bank, 100 Jericho Quadrangle, Jericho, NY 11753, a national banking institution in which the Common Settlement Fund is to be deposited pursuant to the Escrow Agreement.
- 3.18 “Escrow Agreement” shall mean the document executed by Class Counsel, Defendant, and Bank, dated and effective on the Funding Date.
- 3.19 “Excluded Claims” shall mean (1) any claim for personal injury arising out of the

Incident; (2) any claim for Individual Damages; or (3) any Claim made by any Business which Opt Out of the Class in compliance with orders of the Court.

- 3.20 “Excluded Class Participants” shall mean those persons who would otherwise be 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 attorneys who have made appearances for any of the Parties; and (iv) Opt Outs (as defined below).
- 3.21 “Fairness Hearing” shall mean the hearing to be conducted by the Court, upon due process compliant Notice to the Class, to determine the fairness, adequacy and reasonableness of the proposed settlement to the Class.
- 3.22 “Final Order and Judgment” shall mean the entry by the Court of a Final Order and Judgment: (i) finding the Agreement is fair, adequate and reasonable; (ii) finding that the Notice to the Class of the Agreement is fair, adequate and reasonable; (iii) resolving any and all objections to the fairness and reasonableness of the Agreement, if any; and (iv) dismissing the Released Claims with prejudice against the Released Entities with each Party to bear its own costs, except as otherwise provided herein.
- 3.23 “Funding” is a deposit into the Common Settlement Fund of four million five hundred thousand dollars (\$4,500,000.00) consisting of \$4,205,507.36 contributed by the Insurers and up to \$294,462.64 to be contributed from any reversion remaining in the Individual Class Settlement after all Individual Claims, fees and costs are satisfied.
- 3.24 “Funding Date” is the date on which Defendant’s Insurers are to make deposits of the Funding monies to fund the Common Settlement Fund in accordance with the terms of

the Escrow Agreement and this Agreement. The Funding Date shall be 10 days after the entry of the Final Settlement Approval Order is signed by the Court. whereupon the Funding shall be made to the Escrow Agent. The interest that accumulates on the Common Settlement Fund after the Funding Date shall become part of the Common Settlement Fund.

- 3.25 “Incident” shall mean the January 31, 2022, fire at Defendant’s facility in Winston-Salem, North Carolina, and the subsequent evacuation of the area surrounding the facility (Recommended Evacuation Zone).
- 3.26 “Individual Claims” and “Individual Damages” shall have the meaning given to such term under the Individuals Partial Settlement Agreement related to the Incident.
- 3.27 “Individuals Partial Settlement Agreement” shall mean the Partial Settlement Agreement entered into by the Parties to settle all Individual Claims related to the Incident, dated September 5, 2025, and preliminarily approved by the Court on October 9, 2025, and finally approved on December 8, 2025.
- 3.28 “Litigation Expenses” shall refer to those costs and expenses incurred by Class Counsel in the prosecution of the Litigation.
- 3.29 “Net Common Fund” shall mean the Common Settlement Fund available for distribution to eligible Business class members after deduction of Court-approved attorneys’ fees, administrative fees, and costs from the Gross Settlement Fund.
- 3.30 “Notice”, “Class Notice” and “Notice to the Class” shall mean a notice of (i) procedures for opting out; (ii) a summary of the Agreement, including its terms and conditions; (iii) the details regarding the Fairness Hearing scheduled by the Court; and (iv) the procedures to be employed by those Members of the Class, if any, who wish to Opt Out

- or object to the settlement and to be heard on their objection.
- 3.31 “Opt Out” shall mean the process for all businesses (or business representatives) to exercise their right to exclude themselves or their business from the Class in accordance with the procedures set forth in the Notice.
- 3.32 “Opt Outs” shall mean those businesses (or representatives thereof) included in the Class who have timely and properly exercised their right to Opt Out of the Class in accordance with the procedures set forth in this Agreement and pursuant to orders of the Court, and who therefore are not Class Members.
- 3.33 “Payment of Approved Claims” shall refer to payments made by or at the direction of the Settlement Administrator to compensate those Businesses or entities with Approved Claims.
- 3.34 “Plaintiffs” shall have the meaning provided in the Preamble of this Agreement.
- 3.35 “Preliminary Settlement Agreement” and “Agreement” shall mean this agreement and all attachments and exhibits referenced in this agreement, and any subsequent amendments or modifications to this agreement that have been agreed to by all Parties and approved by the Court.
- 3.36 “Prior Payment” shall refer to any claim by a Class Member for a Released Claim prior to the execution of this Agreement, which claim was paid by or on behalf of Defendant prior to the Final Order and Judgment.
- 3.37 “Proof of Claim”, “Proof of Claim Form” and “POC” shall mean the documents, substantially in the form of the Business Proof of Claim Form for Program 1 “Flat Election Form” (Exhibit B-1), and of Business Proof of Claim Form for Program 2 “Actual Net Business Loss Form” (Exhibit B-2), which are submitted to the Settlement

Administrator by Class Members for payment of their Claims pursuant to this Agreement.

- 3.38 “Proof of Claims Processing Protocol” shall mean the protocol for the submission of Proofs of Claim to the Settlement Administrator, the criteria for approval of Proofs of Claim, and the processing and where appropriate, payment of Proofs of Claim by the Settlement Administrator, as more fully described in the attached Exhibit A.
- 3.39 “Recommended Evacuation Zone” shall mean the one mile-radius around the site of the Winston Weaver Facility at 4440 North Cherry Street that was subject to the recommended evacuation during the Incident.
- 3.40 “Related Action(s)” shall mean any lawsuit seeking Incident-related compensatory and/or punitive damages that has been or may be filed by members of the Class.
- 3.41 “Released Claims” shall mean all claims for compensatory and/or punitive damages arising out of the Incident, other than personal injury claims or Individual Damages, by or on behalf of the named Plaintiffs, the Business Class, all Business Class Members, their successors, assigns, or beneficiaries, any natural or legal person or entity entitled to assert any claim on behalf of any Business Class Member, and any person or entity who or which derives or obtains any right from or through any Business Class Member for the Released Claims, against any of the Released Entities under any legal or equitable theory, or body of law, whatsoever, including but not limited to, negligence, nuisance, trespass, strict liability, res ipsa loquitur, negligence per se, liability for ultra-hazardous activities or conduct, absolute liability, liability for any willful, wanton, reckless, or punitive conduct, liability for intentional or deliberate acts, liability that is derivative or vicarious arising out of the conduct or fault of others for which the

Released Entities may be legally responsible, whether statutory, regulatory, or under case law, whether North Carolina, state, or local, arising out of, related to, or connected in any way with the Incident, but specifically excluding the Excluded Claims (as defined above).

- 3.42 “Released Entities” or “Released Entity” shall mean any and all of the following: Winston Weaver Co. Inc., Nationwide Agribusiness Insurance Company, Great American E&S Insurance Company, Steadfast Insurance Company, and any and all of their shareholders, directors, officers, agents, servants, employees, managers, members, representatives, predecessors, successors, assigns, affiliated corporate entities (including parent, subsidiary and sister corporations), attorneys, insurers, reinsurers, and each of their administrators, heirs and assigns, and any other person, firm, corporation or entity not heretofore named as a defendant in this Class Action for whom Defendant may be liable or responsible with respect to the Incident or the subject matter of the Class Action.
- 3.43 “Reversion” shall mean any part of the Common Settlement Fund remaining, if any, which shall revert to Defendant’s Insurers after payment of all valid and Approved Claims, reasonable Settlement Costs and litigation expenses, and attorneys’ fees, as approved by the Court.
- 3.44 “Reversionary Funds” shall mean an amount up to \$294,462.64 to be contributed by the Insurers from any reversion remaining in the Individual Class Settlement after all Individual Claims, fees and costs are satisfied thereunder.
- 3.45 “Settlement Administrator” shall mean Epiq Class Action & Claims Solutions, Inc., agreed upon by the parties and to be appointed by the Court to perform various

administrative functions pursuant to this Agreement and orders of the Court including to provide Notice to the Class, process, handle and review Proofs of Claim in accordance with the Proof of Claims Processing Protocol, pay Approved Claims and other fees and expenses pursuant to this Agreement, prepare and submit reports in accordance with established procedures and protocols and to perform all other duties identified by this Agreement and orders of the Court.

3.46 “Settlement Costs” and “Administrative Costs” shall mean all costs, expenses and fees subject to Court approval and reasonably incurred as part of the administration of the settlement of this matter, including, but not limited to, the fees and expenses of the Settlement Administrator in the performance of its job relating to this Settlement, the cost of Notice, the cost of receiving and processing Opt Outs from the Class, the cost of receiving, processing, and evaluating Proofs of Claims, the cost of paying all Approved Claims, fees, disbursements, and Reversions, and the cost of accounting for all receipts, payments, disbursements, and Reversions.

3.47 “Submitted Claims” shall mean those Proofs of Claim submitted to the Settlement Administrator by Class Members seeking payment for losses or damages arising out of the Incident.

4. SETTLEMENT

4.1 Common Settlement Fund

By the Funding Date, Defendant’s Insurers shall deposit the sum of four million five hundred thousand dollars (\$4,500,000.00) consisting of \$4,205,507.36 contributed by the Insurers and the Reversionary Funds up to \$294,462.64, to be allocated and paid in accordance with the Common Settlement Fund Distribution Protocol, the Proof of

Claims Processing Protocol, the terms and conditions of this Agreement, the Escrow Agreement, and any applicable orders from the Court.

4.2 Settlement Administration Costs

Reasonable costs of settlement administration shall be paid from the Gross Settlement Fund as approved by the Court.

4.3 Attorneys Fees and Expenses

Attorneys fees for Plaintiffs' Class Counsel and affiliated counsel and litigation expenses incurred by Plaintiffs' Class Counsel and affiliated counsel shall be paid from the Gross Settlement Fund as approved by the Court. Approved Attorneys Fees and Expenses shall be paid upon Order from the Court as soon as funds are available.

4.4 Common Settlement Fund Distribution Protocol

After deduction of Court-approved attorneys' fees, administrative fees, and costs from the Gross Settlement Fund, the remaining amount shall constitute the fund available for distribution to eligible Business Class Members. All unclaimed or undistributed funds shall revert to Defendant's Insurers after all Approved Claims have been paid from the Net Common Fund.

4.5 Escrow Agreement and Escrow Agent

4.5.1 The Common Settlement Fund, from the date funds are first received by the Escrow Agent, shall be maintained by the Escrow Agent as a "Qualified Settlement Fund" within the meaning of and as defined in Section 468B of the U. S. Internal Revenue Code and in the IRS regulations promulgated thereunder, and shall be deposited in an interest-bearing account as required by the Escrow Agreement. In strict compliance with and subject to the terms, conditions and provisions of this Agreement and the

aforesaid Escrow Agreement, the Common Settlement Fund shall be used to: (a) compensate those Class Members who timely and satisfactorily submit Proof of Claim Forms proving their entitlement to a monetary payment from the Common Settlement Fund, as required by the Proof of Claims Processing Protocol and, as approved by the Court, (b) pay Class Representatives the Class Representative Participation Awards, subject to Court approval, (c) pay all Settlement Administration Costs as provided in the Settlement Fund Distribution Protocol, (d) pay Attorneys' fees and litigation expenses reimbursements to Class Counsel as approved and ordered by the Court, out of the Gross Settlement Fund, and (e) pay all remaining Reversions to Defendant's Insurers.

4.5.2 No sums may be transferred out of or withdrawn from the Common Settlement Fund without Court approval. After the Effective Date, the funds on deposit in the Common Settlement Fund and the income earned thereon shall vest in, become the property of, and inure to the benefit of the Class, except to the extent of Defendant's Insurers' interest in the Common Settlement Fund as it regards any Reversion to which Defendant's Insurers are entitled, to be managed in accordance with (a) the provisions of this Agreement, (b) the aforesaid Escrow Agreement, and (c) upon such further Orders as the Court may enter.

4.5.3 Except as provided in Section 4.2 above, no disbursement may be made from the Common Settlement Fund without the express prior approval of the Court, until after the Effective Date or unless expressly agreed in writing by all Counsel. As provided in the Escrow Agreement, all Bank charges and account expenses of the Common Settlement Fund are chargeable to and payable out of the Common Settlement Fund;

Defendant and its Insurers shall have no liability for the payment of any Common Settlement Fund expenses or for the payment of any taxes on the interest income accrued.

4.5.4 In the event there is no Final Order and Judgment, this Agreement shall be null and void ab initio and Defendant's Insurers' contributions to the Common Settlement Fund together with all accrued interest thereon shall revert to Defendant's Insurers pro rata to their contributions to the Common Settlement Fund, less the following: (a) the Bank's Escrow Agent service and transaction charges specified in the Escrow Agreement; (b) any taxes paid pursuant to the Escrow Agreement, and (c) any sums previously approved and expended pursuant to Section 4.2 of this Agreement. If this Agreement becomes null and void, neither the Class, nor Class Counsel, nor Private Counsel, nor any subrogee or assignee of any of them, shall have any right whatsoever to any of the monies in the Common Settlement Fund, subject solely to the exceptions specified in this sub-section.

5. PRELIMINARY APPROVAL BY THE COURT

5.1 Subject to the provisions below, Plaintiffs, Class Counsel, and Defendant, through its counsel, shall cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this Agreement and to implement the settlement on the terms and conditions provided herein.

5.2 On or before March 6, 2026, the Parties shall jointly move the Court for entry of an order granting preliminary approval of the Parties' settlement agreement. In their joint motion, the Parties shall request the Court to:

1. Establish procedures for Opting Out of the Class;

2. Preliminarily approve the settlement delineated in this Agreement;
3. Approve a due process compliant Notice to be disseminated to the Class Members, informing them of (a) their rights and obligations in order to Opt Out, (b) a summary of the terms and conditions of the Agreement, (c) the date and time set by the Court for the Fairness Hearing, and (d) the procedures the Class Members must follow to Opt Out or to register any objection they might have to the Agreement and to preserve their right to be heard on their objection; and
4. Order the Settlement Administrator to mail and publish the approved Notice to the Class as set forth below and submit at or in advance of the Fairness Hearing a report certifying promulgation in compliance therewith.
5. Schedule a Final Fairness Hearing not later than May 11, 2026 (65) days after Preliminary Approval.

5.3 Entry of Approval

Upon entry of an Order Granting Preliminary Approval, the Parties shall proceed with further steps to implement the terms and conditions of this Agreement.

5.4 Non-Approval

In the event the Court denies the Motion for Preliminary Approval of the Settlement, then the Agreement is terminated, and the status of the Litigation shall be as it was prior to the execution of the Agreement without prejudice to any of the positions of the Parties.

6. NOTICE AND FAIRNESS HEARING

6.1 Form and Publication of Notice

6.1.1 Concurrently with the filing of the Joint Motion for Preliminary Approval of

Settlement, the Parties shall also submit for the Court's approval a form of Notice and immediately thereafter, upon order of the Court, but not later than March 13, 2026, the Settlement Administrator shall disseminate the Notice to the Class as set forth herein.

- 6.1.2 The Notice shall be sent by U.S. mail, first class postage prepaid, together with the applicable Proof of Claim Form and an addressed return envelope, and, if possible, emailed, to all potential Class Members identified through the City of Winston-Salem Geographic Information Systems as being located within the geographical boundaries of the Recommended Evacuation Zone, identified by the Administrator through reasonable investigation, or who may otherwise be identified with reasonable effort.
- 6.1.3 The Notice shall also be published one time in English in the *Winston-Salem Journal* and *Yes! Weekly*, and one time in Spanish in *Que Pasa*, within one week after the mailing.
- 6.1.4 Courtesy copies of the Notice shall also be mailed to any Private Counsel known to Class Counsel or Defendant's counsel and made known to the Settlement Administrator by the filing of an appearance in the Litigation, or by written communication received before the deadline for Opting Out. Failure to mail a courtesy copy of the Notice to such Private Counsel will in no way render the notice to the Class or to any specific Class Member inadequate or unreasonable.
- 6.1.5 The terms and conditions of the Agreement shall be explained in language that is readily understandable, and the persons in the Class shall be told of their rights to be heard regarding the terms of the Agreement at a Fairness Hearing, the time and date and place to be set forth in the Notice.

6.1.6 Copies of the Notice shall also be posted on www.WinstonWeaverClassAction.com, as well as Class Counsel's and Class Representatives' Counsel's own websites.

6.1.7 The Parties agree that the Notice shall include a deadline of July 15, 2026, by which date completed Proof of Claim Forms must be postmarked and mailed to the Settlement Administrator at the address listed in the Notice. The Parties agree that the form and publication of the Notice as detailed in this Section constitutes fair and adequate notice to the Class.

6.1.8 Class Counsel shall not be prohibited or restricted from providing notice of the Agreement consistent with the court-approved Notice to any putative Class Member including by way of direct mail, phone, e-mail, or other means of communication. If Class Counsel elects to provide this additional notice, all associated costs shall be borne by Class Counsel and not by Defendant or the Common Settlement Fund.

6.2 Opt Out and Objection to Settlement

6.2.1 The Notice shall provide instructions to businesses who wish to Opt Out of the Class regarding the procedures that must be followed to timely Opt Out of the Class. The Parties agree that in order to Opt Out of the Settlement Class, a Class Member must do so in writing, including the caption of this Class Action, the Class Member's current mailing address and telephone number. The Opt Out notice must be dated, signed, and sent by U.S. Mail, first class postage prepaid, to the Settlement Administrator, Epiq Class Action & Claims Solutions, Inc., "Thomas et al. v. Winston Weaver Co., Inc., Notice Administrator, PO Box 5349, Portland, OR 97228-5349," postmarked no later than the thirtieth day after publication of the Notice, with copies sent to all Counsel at the addresses shown below. Failure to timely Opt Out in the

manner set forth above means that such person will be a member of the Settlement Class and will be forever bound by the Final Order and Judgment and release of all Released Claims against the Released Entities.

6.2.2 The Notice shall state that any business that intends to oppose the reasonableness and fairness of the Agreement at the Fairness Hearing must file, through its legal representative, an objection in writing, bearing the caption of this Class Action, must include the objecting person's current mailing address and telephone number, must be signed by the objecting Class Member or his/her Private Counsel, must state the nature of and the reasons for the objection, attaching all evidence and documents the objecting person intends to offer and identifying by name and address all witnesses the objecting party intends to call in support of the objection, summarizing the testimony each witness will give, which written objections must be filed. All objections must be filed with the Superior Court of Forsyth County and served on counsel for all Parties and the Settlement Administrator and postmarked, within 30 days following publication of the Notice.

6.3 Failure to Object or Opt Out

Any person in the Class who does not object by timely filing an objection (pursuant to the procedures set forth in the Notice) shall be deemed to have waived, and shall forever be foreclosed from raising, any objection to the Agreement. All Business which do not timely exclude themselves from the Class by Opting Out shall in all respects be bound by all terms of this Agreement, and the Final Order and Judgment finally dismissing the Released Claims as against the Released Entities, and shall be permanently barred from commencing, instituting, or prosecuting any action based on any Released Claim

against any Released Entity in any court of law or equity, arbitration, tribunal or administrative or other forum.

7. **RELEASE AND ASSIGNMENT**

7.1 Release and Covenant Not to Sue

Plaintiffs, on their own behalf and on behalf of each of the Class Members, agree that the Final Order and Judgment will contain the following release, waiver and covenant not to sue, which shall take effect upon the Effective Date:

Each Business Class Member releases and forever discharges and holds harmless the Released Entities of and from any and all Released Claims that the Class Member has or may hereafter have. Each Class Member further covenants and agrees not to commence, file, initiate, institute, prosecute, maintain, or consent to any action or proceedings against the Released Entities based on the Released Claims.

7.2 Judgment Reduction

In order to eliminate the possibility that the Released Entities will have any liability for the payment of any judgment against one or more of them based on claims by any Class Members, including for contribution toward, or indemnity for, all or any part of: (A) the amount of any judgment or settlement in favor of Class Members (individually or otherwise) against any party other than the Released Entities in this or any other action, including any judgment for attorneys' fees or costs, or (B) the amount paid to a Class Member by any party other than the Released Entities in settlement of this or any action, proceeding, and/or claim, so that the payment obligations of the Released Entities pursuant to this Agreement, if any, shall be all that Released Entities shall ever be required to pay in connection with any of the matters alleged, or that could have been alleged, in this or any subsequent action, irrespective of the outcome of such action. It is understood that this provision does not apply to any personal injury action

brought against the Released Entities either by any Class Members, or other person or entity, or action for Business Damages brought by any other people or entities.

Each Class Representative agrees, on behalf of each Class Member, to reduce the amount of any total judgment in favor of any Class Member against any party other than the Released Entities to which he, she or it may be entitled in any action by the amount, if any, of such total judgment for which the fact finder determines that one or more of the Released Entities is liable and which the other party would be entitled to recover from one or more of the Released Entities by way of contribution, indemnification, or otherwise, but for this release or any other term of this Agreement. Each Class Representative, on behalf of each Class Member, also consents to determination of any claim of contribution or indemnity against the Released Entities in the same action or proceeding in which a Class Member asserts claims against any party other than the Released Entities without the necessity of joinder of the Released Entities.

Some Class Members may pursue separate actions against parties other than the Released Entities, who may be responsible for their alleged damages and those third parties may contend that one or more of the Released Entities is liable in whole or in part for such damages. It is the intent of the Parties that, because of the terms of this Agreement, the participation of the Released Entities shall not be required in such separate actions. If claims for indemnity or contribution are brought against any Released Entity despite the provisions of this Section, the Released Entity shall:

- A. Immediately notify Class Counsel and Private Counsel, if any, of the assertion of the claims. Such notice shall be given as soon as reasonably possible after service of said contribution or indemnity claim on the first Released Entities to receive service, or on

counsel for any Released Entities, if received before then.

- B. Expressly authorize and acknowledge the right of the Class Representatives, on behalf of the Class, to intervene in their own names or in the name of the Released Entities in any proceeding asserting a contribution, indemnity, or other claim against a Released Entity as described above in order to plead any matter in defense of such claim or in avoidance of any determination of liability which would cause a reduction to any Class Member's judgment as provided in the Agreement.
- C. Class Representatives and the Released Entities agree to cooperate fully and as necessary with one another, in the event any proceeding asserting a contribution, indemnity or other claim is commenced against a Released Entity.
- D. If a Released Entity chooses to participate in third-party litigation notwithstanding the provisions of this paragraph, the Parties agree that neither the Class Representatives, nor the Class Members will be responsible for paying the Released Entity's attorneys' fees or costs incurred thereby.

7.3 Taxes

Plaintiffs and each Class Member on their own behalf understand and agree that each Class Member is responsible for any tax consequences to each such Class Member arising from, related to, or in any way connected with the relief afforded to each such corresponding Class Member under the Agreement.

8. **NO ADMISSION OF LIABILITY**

- 8.1 Neither this Agreement nor any exhibit, document, or instrument delivered pursuant to this Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement, is intended to or may be

construed as or deemed to be evidence of (a) an admission or concession by Defendant or any Released Entity of any liability, fault or wrongdoing, or of the truth of any allegations in the Litigation, or (b) an admission or concession by any Class Member of any lack of merit in the allegations made in the Litigation.

8.2 Pursuant to this Agreement, North Carolina Rule of Evidence 408 and any other applicable law, rule or regulation, the fact of entering into or carrying out this Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability, fault or wrongdoing by or an estoppel against any of the Parties, a waiver of any applicable statute of limitation or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Agreement or the provisions of any related agreement, release, or exhibit hereto.

9. **REPRESENTATIONS AND WARRANTIES**

9.1 Authority of Class Counsel

Class Counsel represent and warrant that they have authority to enter into this Agreement on behalf of the Plaintiffs and Class Representatives.

9.2 Consent of Class Representatives

Class Counsel warrant that they are knowledgeable of the terms and conditions of this Agreement. Class Counsel hereby stipulate that:

1. Class Counsel have fully explained the terms, conditions and effects of this

Agreement to the Class Representatives, so that the Class Representatives are fully informed of: (a) the nature of the settlement reflected by this Agreement; (b) the general processes by which, subject to approval by the Court, the claims asserted by the Class Members are hereafter to be assessed, quantified, approved and, ultimately, distributed; (c) the fact that all Released Claims against the Released Entities are to be forever released and discharged; and (d) the obligations undertaken by the Class pursuant to this Agreement;

2. Prior to the hearing for Preliminary Approval, Class Counsel will have obtained the informed consent of the Class Representatives to the Agreement including all of the terms, conditions and obligations hereof; and
3. Class Counsel have not made and will not ever make any undisclosed payment or promise to any Class Representative for the direct or indirect purpose of obtaining his or her consent to the settlement memorialized by this Agreement.

9.3 Authority of Defendant and its Insurers

Defendant and its Insurers have all requisite corporate power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action. This Agreement has been duly and validly executed by Defendant and its Insurers, and constitutes their legal, valid and binding obligation.

9.4 Necessary Steps

Class Counsel, on behalf of the Class, Defendant, its Insurers, and their counsel represent that they will undertake the necessary steps to support and effectuate the terms of this Agreement in the event it is approved by the Court.

9.5 Liens, Assignments, Subrogation, etc.

Plaintiffs and Class Counsel further represent and warrant that they have not received notice of any lien, assignment, subrogation, encumbrance, garnishment, security interest, or any other right of any person to the proceeds of the settlement, including any such claims by any state or other governmental body, any employer, and/or any other entity that would give such person a claim to payment of all or a portion of any settlement amount of any Class Member. Defendant agrees to furnish Class Counsel promptly with any information they have or may in the future acquire concerning any liens or encumbrances affecting the above representations and warranties. In addition, Class Counsel agree to notify the Settlement Administrator promptly of any liens, encumbrances, or litigation, of which they receive notice in the future which affect the above representations and warranties on behalf of the Class Members.

10. FINAL ORDER AND JUDGMENT, DISMISSAL WITH PREJUDICE

10.1 Plaintiffs agree to seek Court dismissal with prejudice of all Released Claims by the Business Class and each of its Members against all Released Entities in this Litigation when the Final Order and Judgment is entered, with each Party to bear its own costs, except as otherwise provided herein. Upon the Effective Date, each Business Class Member who has not Opted Out shall be barred from initiating, asserting, maintaining, or prosecuting any of the Released Claims against any of the Released Entities.

10.2 The Parties agree that upon the Effective Date, this Agreement will fully and completely settle the Released Claims as against the Released Entities by Class Members. The Parties agree that upon the Effective Date, the Released Entities will be finally released from any and all Released Claims by all Class Members. Further, the Parties agree that

each and every Class Member, and all other persons and entities claiming by, through, or on behalf of, a Class Member, will be forever barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action against the Released Entities with respect to the Released Claims.

- 10.3 The Court shall retain jurisdiction over (1) this Case, the Agreement, the Final Order and Judgment, the Class Members, the Plaintiffs, Defendant and its Insurers, for the purpose of administering, supervising, construing and enforcing the Agreement and the Final Order and Judgment, and supervising the management and disbursement of the settlement and disputes that arise under the Agreement; and (2) the surviving litigation to resolve Business Damages.

11. EXCLUSIVE REMEDY

11.1 Exclusive Remedy; Settled Claims

This Agreement shall be the exclusive remedy for any and all Released Claims of Class Members against Defendant and all Released Entities. No Released Entity shall be subject to liability or expense of any kind to any Class Member for any Released Claims beyond that which is provided for in this Agreement. After the Court enters the Final Order and Judgment approving this Agreement, each Class Member shall be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action or other proceeding, whether by intervention, joinder or as a Class Member, for any Released Claims against any Released Entities in any court of law or equity, arbitration, administrative or other forum. After the Final Order and Judgment is entered by the Court, if any Class Member has commenced, filed, initiated, instituted, or consented to, or is prosecuting or

maintaining any action or other proceeding for any Released Claims against any Released Entities in another court of law or equity, arbitration tribunal or administrative or other forum, that action or other proceeding of such Released Claims against any Released Entities shall be dismissed with prejudice and at such Class Member's cost. In the event that a Class Member institutes any action in any court, arbitration tribunal or administrative or other forum against the one or more Released Entities subsequent to the Final Order and Judgment for a Released Claim, not only shall such action be dismissed with prejudice, but such Class Member shall pay all costs including attorneys' fees incurred by the Released Entities in defending such proceeding.

11.2 Individual Damages

Any Individual who submitted a claim as an Individual Class Member pursuant to the Individuals Partial Settlement Agreement, shall be precluded from submitting any claims for Business Damages hereunder.

12. ROLE OF SETTLEMENT ADMINISTRATOR

12.1 Settlement Administrator

The Parties have agreed that Epiq Class Action & Claims Solutions, Inc. shall serve as the Settlement Administrator and as such shall be responsible for the dissemination of Notice to the Class in accordance with the Court's Order, the collection, identification, and processing of any Opt Outs, the prompt transmission to Class Counsel and Defendant's counsel of the identity and number of Opt Outs, receiving, processing, approving or rejecting Proof of Claim Forms, paying Approved Claims and the other fees and expenses pursuant to this Agreement, and making reports to Class Counsel and Defendant's counsel, and the Court, pursuant to the Proof of Claims Processing

Protocol, the Common Settlement Fund Disbursement Protocol, the terms of this Agreement and applicable Court orders. To the extent that the Court appoints a Settlement Special Master to review Claims and award settlements, that person shall coordinate with Epiq.

12.2 Assistance of Class Counsel

Class Counsel may assist the Settlement Administrator and Special Master by providing information about the identity of Class Members, and coordinate and communicate with other counsel retained by Class Members.

13. CLASS COUNSEL'S ATTORNEYS' FEES AND EXPENSES

13.1 Class Counsel Fees and Expenses

The Parties agree that Class Counsel will make an application to the Court for attorneys' fees in an amount that does not exceed 33% of the total settlement which is a fund established for the common benefit of the Class as a whole on behalf of themselves and any firms which provided substantial work on the case and were authorized to do so by Class Counsel. In addition, the Parties agree that no later than April 30, 2026 Co-Leads Class Counsel shall file a Motion for Final Approval and Motion for Attorneys Fees and Expenses and will make an application to the Court for reimbursement of all Litigation Expenses incurred by them any other law firms or attorneys who have provided substantial work on this case and were authorized to do so by Co-Leads Class Counsel in the prosecution of the Litigation to be paid pursuant to the Common Settlement Fund Distribution Protocol.

13.2 Private Counsel

Class Counsel agree that if any Private Counsel assert a claim for attorneys' fees relating

to the representation of one or more Class Members, then Class Counsel shall attempt to negotiate a reasonable fee split with Private Counsel, based upon the pro rata share of the settlement amount that will be received by all of the clients represented by Private Counsel, the amount of fees agreed upon between Private Counsel and the Class Members, and the amount of work performed by Private Counsel in relation to the work of Class Counsel. In default of reaching agreement, Class Counsel will submit the matter to the Court for resolution. In any event, any payments which may be due to Private Counsel, if any, will be made by Class Counsel out of the amount of fees awarded, as set forth in paragraph 13.1 above.

13.3 Limitations

Class Counsel will seek no other fees or compensation relating to the implementation of this Agreement, other than what has been discussed above. Class Counsel shall provide the Court with affidavits showing their respective Fees and Litigation Expenses, which shall be subject to Court approval.

14. **RIGHTS OF WITHDRAWAL**

If the Court orders a material modification of any of the terms of the Agreement, any of the Parties shall have the right to withdraw from the Agreement and terminate its obligations under this Agreement.

15. **OTHER OBLIGATIONS OF THE PARTIES**

15.1 Good Faith

The Parties shall cooperate in good faith to prepare and submit all necessary settlement documents, including a motions for preliminary and final approval to the Court.

15.2 Entire Agreement

This Agreement, including attached exhibits, constitutes the entire agreement by and among the Parties with regard to the subject matter of this Agreement, and shall supersede any previous agreements and understanding among the Parties with respect to the subject matter of this Agreement and the settlement.

15.3 Amendment

This Agreement may not be modified or amended except in writing signed by counsel for all of the Parties and after approval by the Court.

15.4 Notices

Any notice, request, instruction, or other document to be given by any Party to this Agreement to any other Party to this Agreement, other than class notification, shall be in writing and delivered by messenger or sent by an overnight delivery service to designated counsel.

If to Plaintiffs:

THE POTTS LAW FIRM
Derek. H. Potts (admitted *pro hac vice*)
Roberto Helguera (admitted *pro hac vice*)
3737 Buffalo Speedway, Suite 1900
Houston, Texas 77098
Telephone: (713) 963-8881
Email: dpotts@potts-law.com

Gary Jackson, Esq. (NC Bar No. 13976)
Telephone: 704-650-9655
Email: gwalkerjackson@icloud.com

CR LEGAL TEAM, LLP
Karonnie R. Truzy (NC Bar No. 28228)
James R. Harrell (NC Bar No. 47787)
Brian L. Kinsley (NC Bar No. 38683)
2400 Freeman Mill Road, Suite 200
Greensboro, North Carolina 27406
Telephone: (336) 333-9899
Email: jrharrell@crlegalteam.com

LAW OFFICES OF JAMES SCOTT FARRIN
Thomas M. Wilmoth (NC Bar No. 41684)
555 S Mangum Street, Suite 800
Durham, North Carolina 27701
Telephone: (919) 328-5354
E-mail: twilmoth@farrin.com

If to Defendant:

WOMBLE BOND DICKINSON (US) LLP
Rachel E. Keen
Mason E. Freeman
One West Fourth Street
Winston-Salem, North Carolina 27101
Telephone: (336) 721-3691
Email: rachel.keen@wbd-us.com
Email: mason.freeman@wbd-us.com

All applications for Court approval or Court orders required under this Agreement shall be made on notice to all signatories of this Agreement.

15.5 Construction

This Agreement is the result of a mutual negotiation among counsel for the Parties. Any ambiguity in this Agreement shall not presumptively be construed in favor of or against any Party.

15.6 Severability

The provisions of this Agreement are not severable, except to the extent that one or more Parties is allowed to withdraw pursuant to the terms of this Agreement.

15.7 Governing Law

All the terms of this Agreement shall be governed by and interpreted according to the laws of the State of North Carolina.

15.8 Survival

All representations, warranties, and covenants set forth in this Agreement shall be

deemed continuing and shall survive the date of this Agreement, or termination or expiration of this Agreement.

15.9 Further Assurances

Each of the Parties agrees, without further consideration, and as part of finalizing the settlement hereunder, to execute and deliver such other documents and take such other actions that may be necessary to consummate and effectuate the subject matter and purpose of this Agreement.

15.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement, provided that this Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by duly authorized representatives on the dates indicated below.

Dated this the 20th day of February, 2026.

For the Plaintiffs and the Class:



Guy W. Jackson

For Defendant:



Exhibit A

Plan of Distribution

Winston Weaver Fertilizer Plant Fire

Plan of Distribution

Allocation

- Settlement establishes a single Settlement Fund of \$4.5 million, composed of \$4,205,507.36 funded by the Insurers (as defined in the Partial Settlement Agreement)¹ 10 days following the entry of the Final Settlement Approval Order signed by the Court, and an amount of up to \$294,462.64 in Reversionary Funds remaining in the Individuals Class Settlement, if available after all Individual Claims, fees and costs have been satisfied. Preliminary assignments to each program are subject to “pour over” provisions and can be re-allocated as necessary to achieve fair, reasonable and adequate compensation of all claims within a given program.
- The preliminary assignments of funds are exclusive of settlement administration and attorneys’ fees and costs, as well as any payments previously made to any Class Member from insurance, Defendants, or the City of Winston Salem in the past, in reparation for Business Damages due to the Incident, of which reductions and offsets will be applied as set forth below. Data and evidence supporting those payments on a class member-by-class member basis shall be provided by Class Members and shall be used by the Settlement Administrator to calculate and apply reductions or offsets in the manner contemplated by the Plan.

Program 1 – Closure or Reduction of Business Operations only (flat election):

- For businesses that can prove in-evacuation-zone operation on 1/31/22 and closure or material reduction of their respective business operations during the evacuation window but lack full financial records that would qualify them for the Actual net Business Loss Program (“Flat Election Business”), the Settlement Administrator shall accept the information included in the sword affidavit provided as Simple Claim Form, and allocate a compensation equal to \$10,000.00 (\$3,333.33 per day closed for three days of evacuation), or a higher amount not to exceed \$35,000.00, where a Flat Election Business claimant sufficiently proves, in the Settlement Administrator’s sole opinion, Incident related closure and loss of revenue for a period longer than the

¹ Unless defined otherwise herein, all defined terms in this Plan of Distribution shall have the meaning given to them in the Business Settlement Agreement entered into by the Parties on March 2, 2026, as filed for approval by the Court on March 6, 2026.

official evacuation window of three days, or Extraordinary Losses pursuant to the Extraordinary Loss Claim Form.

Program 2 – Actual Net Business Loss

- Class member businesses are compensated from the Actual Net Business Loss program on a dollar-for-dollar basis for those documented net business losses shown to be caused by the Incident. 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).
- To ensure that class member businesses receive appropriate consideration given their unique industries and circumstances, the Settlement Administrator shall not apply a general or blanket percentage of loss to all businesses. Rather, the Settlement Administrator shall conduct an individualized review of the supporting documentation provided by the class member business to include, at a minimum, federal income tax returns for 2022 and 2023. Based on the supporting documentation, the Settlement Administrator shall:
 - Provide the class member business with a preliminary calculation of the actual net business loss attributable to the Incident; and/or
 - Request additional documentation or other supporting materials sufficient to establish the actual net business loss attributable to the Incident, if any.
- The Settlement Administrator shall have the discretion to accept or reject any documentation or other supporting material provided by the class member business substantiating its actual net business losses provided that any documentation or other supporting material accepted by the Settlement Administrator is, in its view, sufficiently legitimate, authentic and otherwise reliable as a basis from which to calculate and award a payment under the Actual Net Business Loss program.
- Any Business Class Member under this program has the right to appeal the Settlement Administrator’s final determination of its claim by complying with the timing and process set forth in the Appeals of Claim Determinations Supplement to the Winston Weaver Plan of Distribution.

Reductions and Offsets

- Reimbursements from Any Source (Insurance, City of Winston Salem or other payment plans, Etc.)
 - Total Amount Deducted from gross Actual Net Business Loss calculated by the Settlement Administrator.
 - Example – Class member business submits evidence of an actual net business loss of \$25,000 as a result of the

EXHIBIT A

Incident. The City of Winston Salem had previously paid the class member 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 program.

- In all cases, funds from reductions and offsets pour back into Actual Net Business Loss assignment to be redistributed to the Class, including in supplemental payments, if any.

Claims for Extraordinary Loss, or Property Damage

- Businesses located close to the Incident may have suffered additional damages that may qualify as extraordinary losses including inventory or property damages.
- Class members across the two programs are eligible to submit claims for extraordinary loss, inventory or property damage.
- A claim for extraordinary loss, property or inventory damage (“Extraordinary Loss Claim”) is a claim that, in the Settlement Administrator’s sole discretion, is sufficiently different in degree from that which most other class members experienced that the Plan of Distribution would not otherwise provide fair, reasonable and adequate compensation.
 - To determine whether a claim is extraordinary, the Settlement Administrator will be guided by the nature and character of all other claims submitted by class members, drawing comparisons or distinctions as necessary to conclude whether the class members’ circumstances (including location, nature of business, seasonality of its business with respect to the Incident’s dates, etc.) are, in fact, exceptional or unique enough to merit special consideration.
 - In all cases, the Settlement Administrator’s decision that a claim for loss, damage or injury is exceptional shall be supported by corroborating documentation or other materials provided by the class member and individually reviewed by the Settlement Administrator. Reimbursement for such losses shall be determined by the Settlement Administrator, after establishing that:
 - Such losses are reasonably linked to the Incident; and
 - Supporting documentation shows repair and/or replacement costs with strict itemization.
 - The sufficiency of causation proof shall be at the Settlement Administrator’s sole discretion, and the Settlement Administrator shall apply depreciation/betterment/salvage adjustments plus landlord/tenant allocation where applicable.
 - To the extent that Extraordinary Loss Claims, if fully considered, would cause the total preliminary assignment of all Claims including both Programs and Extraordinary Loss Claims to exhaust the Settlement Fund such that dollar-for-dollar payments cannot be made, the Settlement Administrator shall assign dollar-for-dollar payments under Programs 1 and 2, and shall reduce the Extraordinary Loss Claims on a pro rata basis as required (e.g., 90 cents for

EXHIBIT A

every dollar of loss).

- In the event a class member submits a claim for extraordinary loss, damage or injury, and the Settlement Administrator rejects the same in its sole discretion, the class member remains eligible, and will be considered for, any other programs or payments that may apply.
- Any Business Class Member making an Extraordinary Loss Claim has the right to appeal the Settlement Administrator's final determination of its claim by complying with the timing and process set forth in the Appeals of Claim Determinations Supplement to the Winston Weaver Plan of Distribution.

EXHIBIT B

EXHIBIT B-1 – Program 1 Claim Form – Flat Election

EXHIBIT B-2 – Program 2 Claim Form – Net Business Losses

ADDENDUM 1 – Extraordinary Losses Claim Form

ADDENDUM 2 – Distribution Appeals Process

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
NORTH CAROLINA FORSYTH COUNTY
22 CVS 929
22 CVS 638

VANDA THOMAS, STACY WHARTON,)
KAREN PRUDENCIO, ARCOLA LEWIS, d/b/a)
PREMIER ONE SALON, and SHERMAN and)
KELLEY TRANSOU, TARRYTON T.)
CARSON, d/b/a ZAEL'S FLOREST, IL&T)
FINANCIAL CONSULTING, INC., NU)
DIMENSIONS HAIR STUDIO, INC.,)
and INTERNATIONAL MACHINERY SALES,)
INC., Individually and)
on Behalf of All Others Similarly Situated,)

Plaintiffs,)

v.)

WINSTON WEAVER Co. Inc.,)

Defendant.)

BUSINESS PROOF OF CLAIM FORM

**This Document Relates to:
PROGRAM 1 CASES UNABLE TO
SUFFICIENTLY DOCUMENT
BUSINESS LOSSES OR DAMAGES**

Nature of and description of business activity conducted at this location on January 31, 2022

Name of Authorized Person Completing this Form and Title at Business

Part II. Description of Claim:

This business suffered economic loss as a result of the incident. Yes ____ No ____

If “Yes” please describe how the loss was incurred (choose all that apply):

A. This business would normally have been open on either February 1, 2 or February 3,

2022: February 1: Yes__ No _ February 2: Yes __ No ____ February 3: Yes__ No ____

B. This business was closed at any time on either February 1, 2 and/or 3, 2022 because of the Incident:

February 1: Yes__ No _ February 2: Yes __ No ____ February 3: Yes__ No ____

Part III. Economic Damages:

The Business’ economic loss as a result of the Incident was \$_____.

Please describe below how your business was affected by the Incident, the nature and extent of the economic loss, and how you determined the amount of your economic loss:

Please attach further written explanation if needed and include the signature of a duly authorized representative and the date of signature on each page.

Part IV. Prior Payment by Winston Weaver Co., Inc.:

Has the Business submitting this Proof of Claim Form received any payment from Winston Weaver Co., Inc. (or any other Winston Weaver related or affiliated company or its insurer), for any claims arising from the Incident? Yes ____ No ____

If yes, state how much money was received: \$ _____ Please indicate what was the payment covered: _____.

Pursuant to 28 U.S.C. §1746, I hereby certify, under penalty of perjury, that I am duly authorized to make this Proof of Claim on behalf of the Business listed above, and that all of the information contained herein, as well as all attached documents and supporting explanation, if any, is true and correct. By signing this Proof of Claim Form, the undersigned Business hereby releases all Released Claims against the Released Entities as defined in the Preliminary Settlement Agreement.

Date

Signature of Duly Authorized Representative

You must send this form, and documents or proof, if any, by U.S. Mail, postmarked no later than July 15, 2026 to:

**Thomas et al. v. Winston Weaver Co., Inc.,
Notice Administrator, PO Box 5349,
Portland, OR 97228-5349**

MUST BE FILED
ONLINE OR
POSTMARKED
NO LATER THAN
_____, 2026

In re: Winston Weaver Fertilizer Plant Fire
In the General Court of Justice
Superior Court Division
County of Forsyth
Case No. 422CVS929

**For Office Use
Only**

NET BUSINESS DAMAGE CLAIM FORM

CLASS MEMBER INFORMATION

Business Name: _____

Street Address _____

City _____ State _____ Zip _____

Class Member ID: _____
(if you received a Notice packet, this number can be located near the address we mailed to.)

I. Complete the Following If Represented by an Attorney:

Attorney Name _____ Law Firm _____

Address _____

City _____ State _____ Zip _____

II. Claim for Actual Net Business Loss:

Important Instructions (Read Before Completing):

If you have suffered actual net Business losses arising from the January 31, 2022, fire of the Winston Weaver Fertilizer Plant located at 4441 North Cherry St. Winston Salem, NC, including the January 31 through February 3rd, 2022 mandatory evacuation (the "Incident"), and have not been fully compensated by Winston Weaver or its Insurers, you have the right to submit a Claim for those losses for evaluation by the Settlement Administrator. The Claims will undergo detailed review by the Settlement Administrator (and must be supported by substantial evidence) and will take several additional weeks to review. ***There is no guarantee that your Claim will be approved.***

This Claim Form is for businesses seeking reimbursement for actual net business loss allegedly caused by the Incident.

“Actual net business loss” generally means the reduction in net income (profit) that the business experienced during the claimed period **plus** any continuing normal operating expenses that the business necessarily incurred during the interruption, **minus** any costs avoided and **minus** any amounts received from insurance or other sources that duplicate the claimed losses.

You must complete all applicable sections and attach the required documentation. Incomplete submissions may be rejected or returned for additional information.

1. Claimant Identification

1.1 Legal business name: _____

1.2 “Doing business as” (DBA), if any: _____

1.3 Business entity type (check one):

- Sole Proprietorship
- Partnership/LLP
- LLC
- S-Corp
- C-Corp
- Nonprofit
- Government / Municipal Entity
- Other: _____

1.4 Federal Tax ID (EIN) or SSN (if sole prop): _____

1.5 NAICS code (if known): _____

1.6 Primary business address (street, city, state, zip): _____

1.7 Location(s) affected by the Incident (if different from above): _____

1.8 Business phone: _____

1.9 Business email: _____

1.10 Authorized contact person (name/title): _____

1.11 Preferred method of communication:

- Email
- Phone
- Mail

2. Eligibility and Location Verification

2.1 Was the business open and operating at the affected location immediately prior to the Incident?

- Yes
- No (explain): _____

2.2 Did the business conduct revenue-generating operations at the affected location (not merely own/lease property)?

- Yes
- No (explain): _____

2.3 Provide proof of occupancy/operation at the affected location during the claim period (attach at least one):

- Lease agreement (relevant pages)
- Rent roll / rent receipts
- Utility bill(s)
- Business license
- Certificate of occupancy
- Other: _____

2.5 Distance from Incident location (if known): _____

3. Business Operations Profile

3.1 Industry / description of services or goods: _____

3.2 Typical days and hours of operation BEFORE the Incident:

- Days open (check all): Mon Tue Wed Thu Fri Sat Sun
- Hours: _____

3.3 Typical staffing BEFORE the Incident:

- Full-time employees: _____
- Part-time employees: _____

• Owners working in business: _____

3.4 Payment channels (check all):

- Point-of-sale (POS)
- Online sales
- Invoices / accounts receivable
- Subscription / recurring revenue
- Cash-based
- Other: _____

3.5 Seasonal pattern (check one):

- No material seasonality
- Seasonality exists (describe typical seasonal peaks): _____

4. Claim Period and Interruption Details

4.1 Claim period start date: _____

4.2 Claim period end date: _____

4.3 Type of interruption experienced (check all that apply):

- Full closure (no revenue-generating operations)
- Partial closure (reduced hours/days)
- Evacuation order prevented access
- Customer access materially restricted
- Supply chain interruption
- Utility outage
- Smoke/odor/contamination cleanup affected operations
- Employee displacement / inability to staff
- Other: _____

4.4 Days fully closed during claim period (list dates or attach calendar): _____

4.5 Days partially operational during claim period (list dates and percent capacity):

- Date(s): _____
- Estimated operating capacity on those dates (0%–100% - state by date): _____
- _____
- _____
- _____

4.6 Cleanup/remediation actions after reopening (check all that apply):

- Deep cleaning / residue removal
- HVAC cleaning
- Disposal of contaminated materials
- Inspection or clearance required
- Other: _____

4.7 Provide supporting evidence for closure and reopening timeline (attach at least one):

- Affidavit/declaration by owner/manager
- Employee time records
- POS “zero sales” days
- Notices to customers (email/social media postings)
- Photos/video of closure signage
- Work orders/invoices for cleanup
- Utility outage notices
- Other: _____

5. Actual Net Business Loss Calculation (Claimant Input)

Definitions for this form

- **Actual Gross Revenue:** Total sales/revenue actually earned during the claim period.
- **But-For Gross Revenue:** The sales/revenue the business reasonably would have earned during the claim period if the Incident had not occurred.
- **Avoided Costs:** Expenses not incurred because operations were reduced (e.g., some hourly

labor, certain supplies).

- **Continuing Expenses:** Expenses that continued despite closure (e.g., rent, insurance, certain payroll, debt service).

- **Other Recovery:** Insurance proceeds or other payments that cover the same loss.

5.1 Provide the basis for your “but-for” revenue estimate (check all that apply):

- Same period in prior year
- Average of prior _____ weeks/months
- Signed contracts/bookings/orders canceled
- Industry/market trend adjustment
- Other: _____

5.2 Revenue figures (attach supporting records):

- (A) But-For Gross Revenue for claim period: \$ _____ [A]
- (B) Actual Gross Revenue for claim period: \$ _____ [B]
- (C) Gross Revenue Shortfall (A – B): \$ _____ [C]

5.3 Cost adjustments:

- (D) Avoided variable costs attributable to revenue not earned (list and total):
\$ _____ [D]
- (E) Extraordinary/one-time expenses incurred due to Incident (cleanup, temporary relocation, advertising to regain customers, etc.) (list and total):
\$ _____ [E]

5.4 Continuing normal operating expenses during claim period (check and total):

- Rent/lease: \$ _____
- Utilities: \$ _____
- Insurance: \$ _____
- Debt service/interest: \$ _____
- Key payroll (non-avoidable): \$ _____
- Taxes/licenses: \$ _____
- Other continuing expenses (itemize): \$ _____
\$ _____
\$ _____

- Sales tax returns
- Invoices and AR aging reports
- Financial statements (P&L) by month

6.2 Proof of expenses / costs:

- General ledger detail (claim period)
- Payroll registers and timecards
- Vendor invoices (supplies, COGS)
- Lease/rent invoices
- Utilities invoices
- Insurance premium invoices
- Debt service statements

6.3 Proof of interruption (attach at least one):

- Owner/manager affidavit
- Customer notices / closure announcements
- Photos of closure conditions
- Cleanup contractor invoices
- Government notices affecting access (if any)

6.4 Insurance and offsets:

- BI insurance policy declarations page
- Claim submission and carrier determinations
- Proof of payments received

6.5 Tax documentation (if available):

- Most recent federal income tax return for the business
- Prior year federal income tax return

7. Representations, Certifications, and Authorization

By signing below, Claimant represents and certifies:

- The information provided is true, correct, and complete to the best of Claimant's knowledge.
- The claimed losses were caused by business interruption associated with the Incident as described herein.
- The amounts claimed do not include losses already paid or reimbursed by insurance or other third parties, except as disclosed.
- Claimant authorizes Epiq and its consultants to verify information provided, including contacting financial institutions, insurers, landlords, and vendors for confirmation, subject to applicable confidentiality protocols.
- Claimant agrees to provide additional documentation upon reasonable request.

III. Affirmation and Certification

By signing below and submitting this Claim, I swear or affirm under penalty of perjury that I have valid, legal authority to act on behalf of the above-referenced Business, that the above-referenced Business has not been fully compensated for any losses incurred as a result of the Incident by prior insurance payments, and that all information contained herein and all information submitted to the Settlement Administrator is truthful and accurate.

Signature of Claimant

_____/_____/_____
Date

Title

IV. Submission Information – Administrator Use Only

Submit completed form and attachments to: **[CLAIMS PORTAL / EMAIL / MAILING ADDRESS]**

Deadline: **[CLAIM DEADLINE DATE/TIME + TIME ZONE]**

Questions: **[CLAIMS ADMINISTRATOR CONTACT INFO]**

Claim ID: **[CLAIM ID]**

Date received: **[DATE]**

Eligibility confirmed: Yes No Pending

Documentation status: Complete Incomplete (items needed: _____

Preliminary calculation reviewed: Yes No

Approved amount: \$ _____

Notes: _____

Winston Weaver Fertilizer Plant Fire Class Action

**EXTRAORDINARY LOSS / PROPERTY & INVENTORY DAMAGE ADDENDUM
TO THE CLAIM FORMS**

A. Instructions (Read Carefully)

This form is for Business Class Members seeking compensation for **Extraordinary Loss, Property Damage, or Inventory Damage** allegedly related to the Incident. An **“Extraordinary Loss Claim”** is a claim that, in the **Settlement Administrator’s sole discretion**, is sufficiently different in degree from that which most other class members experienced such that ordinary program payments would not provide fair, reasonable, and adequate compensation.

1. You must submit **corroborating documentation** and provide **strict itemization** of repair and/or replacement costs.
2. The Settlement Administrator will determine (in its sole discretion) whether the claimed losses are reasonably linked to the Incident and what reimbursement, if any, is appropriate, including application of **depreciation, betterment, salvage, and landlord/tenant allocation** where applicable.
3. If your Extraordinary Loss Claim is rejected, you may still be considered for payments under other programs for which you are eligible.
4. You may appeal the Settlement Administrator’s final determination as set forth in the **Appeals of Claim Determinations Supplement** to the Winston Weaver Plan of Distribution.

C. Eligibility Confirmation (Check All That Apply)

1. I am a Business Class Member eligible for Program 1 and/or Program 2 under the Plan of Distribution.
2. My business was operating at the affected location at the time of the Incident.
3. The losses claimed here are **in addition to**, and not duplicative of, amounts claimed under other settlement programs (except as disclosed).

D. Extraordinary Loss Claim Type

Check all that apply:

- **Property Damage** (building, leasehold improvements, equipment, fixtures, signage, HVAC, etc.)
- **Inventory Damage** (raw materials, goods held for sale, perishable goods, contaminated items, etc.)
- **Extraordinary Loss (Other)** (describe): **[DESCRIPTION]**

3. Were there any pre-existing conditions or prior damage to the affected items?

No Yes (explain): _____

4. Were any repairs/cleaning performed? No Yes (describe and provide dates):

G. Strict Itemization of Claimed Losses (Required)

For each item, provide a separate line. Attach invoices/receipts/estimates/photos for each line item.

Itemization Table – FOR EACH ITEM PROVIDE THE FOLLOWING INFORMATION:

- Item #: _____
- Category: Property Inventory Other
- Description (make/model; SKU; serial #; location in premises): _____

- Quantity: _____
- Date purchased (if known): _____
- Original purchase price (if known): \$ _____
- Condition immediately before Incident: _____
- Nature of damage (contamination, smoke odor, ash infiltration, corrosion, etc.): _____

Program 1 / Program 2 ADDENDUM

- Repair cost (attach invoice/estimate): \$ _____
- Replacement cost (attach quote/receipt): \$ _____
- Salvage value (if any): \$ _____
- Insurance coverage? No Yes (carrier/policy/claim #): _____

-
-
- Amount paid/expected by insurance for this item: \$ _____
 - Landlord/Tenant responsibility (check one): Landlord Tenant

Shared/unclear (explain): _____

Total claimed repair costs: \$ _____

Total claimed replacement costs: \$ _____

Total insurance/third-party offsets received or expected: \$ _____

Net extraordinary loss amount requested (before Administrator adjustments): \$ _____

H. Required Supporting Documentation Checklist

Attach documents sufficient to corroborate causation and to support strict itemization of costs.

1. Proof of ownership/interest and location (check all that apply):
 - Lease (relevant pages) or deed
 - Utility bill(s) showing address
 - Business license / occupancy documentation
1. Proof of condition and damage:
 - Photos/videos (before/after if available)
 - Cleanup or remediation invoices/work orders
 - Inspection reports (fire department, environmental, building, insurance adjuster)
 - Inventory records (count sheets; POS inventory reports; shrink logs)
1. Proof of cost (strict itemization):
 - Receipts/invoices for repairs

Program 1 / Program 2 ADDENDUM

- Replacement quotes or purchase receipts
 - Vendor statements for destroyed/returned inventory
1. Insurance and offsets:
- Insurance policy declarations page (if applicable)
 - Claim submission and determination letters
 - Proof of payments received

I. Acknowledgments and Certification

By signing below, Claimant acknowledges and agrees:

1. The Settlement Administrator will determine, in its **sole discretion**, whether this claim qualifies as an Extraordinary Loss Claim and what reimbursement, if any, will be awarded.
2. The Settlement Administrator may apply **depreciation, betterment, salvage, and landlord/tenant allocation**, and may require additional documentation.
3. If Extraordinary Loss Claims would exhaust the Settlement Fund, payments under Programs 1 and 2 will be assigned dollar-for-dollar and Extraordinary Loss Claims may be reduced on a **pro rata** basis.
4. If this claim is denied as extraordinary, Claimant may remain eligible for other programs or payments as applicable.
5. Claimant has the right to appeal the final determination as described in the **Appeals of Claim Determinations Supplement**.

Certification:

I declare under penalty of perjury that the information in this Claim Form and attachments is true and correct to the best of my knowledge and belief.

Authorized signatory name: _____

Title: _____

Signature: _____

Date: _____

J. Administrator Use Only

Claim ID: **[CLAIM ID]**

Date received: **[DATE RECEIVED]**

Documentation complete: Yes No (items needed: **[ITEMS]**)

Extraordinary qualification: Approved Denied Partial Pending

Causation link accepted: Yes No Partial

Depreciation/betterment/salvage applied: Yes No (notes: **[NOTES]**)

Program 1 / Program 2 ADDENDUM

Landlord/tenant allocation applied: Yes No (notes: **[NOTES]**)
Preliminary requested amount: **[\$[NET REQUESTED]**
Approved amount (pre pro rata): **[\$[APPROVED PRE PRORATA]**
Pro rata factor (if any): **[FACTOR]**
Final approved amount: **[\$[FINAL AMOUNT]**
Determination notice sent: **[DATE]**
Appeal received: Yes No

Appeals of Claim Determinations

Winston Weaver Plan of Distribution

Appeals of Claim Determinations

- This Supplement to the Plan of Distribution is intended to outline and to clarify the process whereby Class Members may appeal their final claim determination issued by the Settlement Administrator. The appeal process outlined herein sets forth the general framework of any such appeals. At each phase, the Settlement Administrator, Special Master¹ or Court may establish its own processes, procedures or requirements to ensure the fair and efficient consideration and disposition of any appeals.
- Class Members appealing a final claim determination must comply with each step of this appeal process sequentially and within the timeframes established below before seeking further review.
- The failure to comply with this process or the timeframes set forth herein shall be considered a waiver of the right to further appeal a final claim determination.
- While a Class Member's appeal of a final claim determination is pending, the Settlement Administrator shall not issue any payment on such claim. For any claim subject to an appeal, the Settlement Administrator shall only issue payment upon the earlier of (a) the completion of the appeal process or (b) the expiration of any of the timeframes for continuing the appeal process.

Phase 1 – Reconsideration by the Settlement Administrator

- Any Class Member may request the Settlement Administrator reconsider its final claim determination within ten (10) days of the date the final claim determination is issued.
- Subject to any additional processes, procedures or requirements established by the Settlement Administrator², the request for reconsideration to the Settlement Administrator shall, at a minimum, specify each reason for which reconsideration has been

¹ Where the intervention of a Special Master is necessary, the Special Master authorized by this process shall be any such member as the Court designates upon request to do so by Class Counsel and the Settlement Administrator, to assist in such duties.

² To the extent the Settlement Administrator establishes any such processes, procedures or requirements, the same shall be provided to Class Members with their final claim determinations and made available on the Settlement website at www.WinstonWeaverClassAction.com

Appeals of Claim Determinations

requested and include all supporting documentation or evidence³ the Class Member believes the Settlement Administrator should consider in reviewing the final claim determination. However, nothing in this section shall be construed as limiting the Settlement Administrator's ability to request additional or different information or evidence from a Class Member seeking reconsideration of a final claim determination.

- In reviewing a request for reconsideration of a final claim determination, the Settlement Administrator shall consider only whether the final claim determination is clearly erroneous under, or inconsistent with, the Plan of Distribution as applied to all other similarly situated Class Members.
- Within thirty (30) days of receipt of any request for reconsideration of a final claim determination, the Settlement Administrator shall issue (a) a revised final claim determination; (b) a notice affirming the original final claim determination; or (c) a request for additional or different information or evidence necessary to reconsider the final claim determination.

Phase 2 – Appeal to the Special Master

- Any Class Member who requested reconsideration by the Settlement Administrator and received either (a) a revised final claim determination or (b) a notice affirming the original final claim determination may appeal to the Special Master by advising the Settlement Administrator of their appeal in writing within seven (7) days of the date of issue.
 - Class Members who abandoned or withdrew their request for reconsideration either affirmatively or through unreasonable failure to respond to the Settlement Administrator's request for additional or different information or evidence shall not be permitted to take an appeal to the Special Master.
- Upon receipt of written notice from the Class Member of their intention to appeal to the Special Master, the Settlement Administrator shall forward all documentation and correspondence associated with the Class Member's claim to the Special Master.
- The Special Master shall thereafter consider the Class Member's appeal pursuant to any such processes, procedures or requirements it may establish, considering only whether the final claim determination is clearly erroneous under, or inconsistent with, the Plan of Distribution as applied to all other similarly situated Class Members. Nothing in this section shall be construed as limiting the Special Master's ability to request additional or different information or evidence from either the Class Member or Settlement Administrator in connection with the appeal of a final claim determination.

³ Documentation or evidence that could have been submitted during the original Claims Process will not be considered by the Settlement Administrator or Special Master on reconsideration or appeal.

Appeals of Claim Determinations

- Following their review and consideration of the appeal, the Special Master shall issue (a) a revised final claim determination or (b) a notice affirming the original final claim determination.
- In order to prevent the unnecessary expenditure of Class funds, should the Special Master determine that a Class Member's appeal was frivolous, baseless or otherwise submitted in bad faith, the Special Master may adjust the Class Member's final claim determination to deduct the value of the Special Master's time (computed as hourly rate times the number of hours expended) and any expense incurred in the review and consideration of any such appeal.

Phase 3 – Appeal to the Court

- Any Class Member who appealed their final claim determination to the Special Master and received either (a) a revised final claim determination or (b) a notice affirming the original final claim determination may appeal to the Court by advising the Settlement Administrator of their appeal in writing within seven (7) days of the date of issue.
 - Class Members who abandoned or withdrew their request for reconsideration or appeal either affirmatively or through unreasonable failure to respond to the Settlement Administrator or Special Master's request for additional or different information or evidence shall not be permitted to take an appeal to the Court.
- Upon receipt of written notice from the Class Member of their intention to appeal to the Court, the Settlement Administrator shall forward all documentation and correspondence associated with the Class Member's claim to Class Counsel for filing pursuant to a process to be established by the Court.
- The Court exercising its continuing jurisdiction over the Settlement may thereafter consider any appeal filed by the Class Member employing whatever standards, processes or procedures it deems appropriate in its sound discretion. The Court's disposition of any such appeal shall be a full, final and binding determination of the Class Member's claim to be effectuated by the Settlement Administrator, with no further appeals permitted.