

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

FORSYTH COUNTY

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. )

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MEMORANDUM OF LAW IN SUPPORT  
OF MOTION FOR PRELIMINARY  
APPROVAL OF BUSINESS CLASS  
SETTLEMENT, ATTORNEYS FEES, AND  
EXPENSES, AND RECOMMENDATION

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## **INTRODUCTION**

This case comes before the court on the motion ("Motion") by Plaintiffs for preliminary approval of the settlement they have reached regarding the Business Class. If approved, this settlement will resolve all remaining claims in this matter. The motion is accompanied by the parties' Business Class Settlement Agreement ("BSA"), dated February 20, 2026, and the exhibits thereto.<sup>1</sup> The motion is referred to the Designated Superior Court Judge for review and recommendation, pursuant to N.C. Gen. Stat. § 1A-1, Rule 23, and is ripe for adjudication. For the reasons set forth below, it will be recommended that the motion be granted.

## **BACKGROUND**

This class action arises out of the January 31, 2022, fire at Defendant's facility in 4440 North Cherry St., Winston-Salem, North Carolina, and the subsequent evacuation of an area surrounding the facility (the "Incident"). These cases were consolidated and designated as "Exceptional" under Rule 2.1. of the North Carolina Rules of General Practice on October 6, 2022. With leave of Court, Plaintiffs filed a Master Class Action Complaint on August 18, 2023, relating to all consolidated cases. 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.

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<sup>1</sup> Tables showing the contents of the BSA and the exhibits to it are attached hereto as Appendices A and B, respectively. All defined terms shall have the meaning given to them in the BSA.

By its signed order, 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 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. (See Court Order dated Feb. 03, 2025.**

The Parties filed a motion to amend the class certification order on April 15, 2025, which granted the same day, redefining the Plaintiff Class as:

**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. (See Court Order dated April 15, 2025.**

On May 2, 2025, the Court entered an Order Approving Form and Manner of Class Notice. In this Order, Epiq Legal Notice was approved as notice administrator, and tasked with sending a postcard notice via mail or email to all potential class members, establishing a website for the action, and giving additional public notice of the lawsuit through two local newspapers.

After three years of litigation including an unsuccessful mediation attempt, the Parties mediated part of their claims on July 29, 2025, and agreed to a partial settlement, to settle all claims asserted by residential individual class members only (“Individual Class”) while expressly excluding and allowing the case to proceed on claims relating to Business Damages. This settlement received final approval from the Court on December 8, 2025.

The Plaintiffs amended their complaint on October 6, 2025, adding four new Business Class Members. The Parties conducted intensive discovery related to the Business Class for approximately two months. The parties participated in a final mediation on December 16, 2025, during which they agreed to a preliminary settlement agreement as to the Business Class.

The Plaintiffs and Class Counsel engaged in extensive, arms-length negotiations regarding the issues presented in this Litigation and jointly agreed to the BSA, concluding that the settlement set forth in it is fair, reasonable, adequate, and in the best interests of the Business Class. The BSA will resolve all remaining claims in this action.

Defendants have concluded, without any admission of liability, misconduct, or wrongdoing, that resolving the Claims settled under the terms of the BSA is desirable to reduce the time, risk, inconvenience, burden, and expense of defending multiple claims, and to resolve finally and completely the claims of the Plaintiffs and Business Class Members as a result of the Incident, except claims for personal injuries.

Now, Plaintiffs seek, *inter alia*, preliminary approval of the BSA, attorneys’ fees and expenses, the claims procedure, and the proposed Notice Plan. While Plaintiffs are reasonably confident that, even absent a settlement, they would be able to prevail on the merits at trial, success is far from assured as Defendant has vigorously defended, and would continue to

vigorously defend, this case.

If approved, the settlement would bring meaningful relief to Business Class Members, as well as certainty and closure to what would be highly contentious and costly litigation. Plaintiffs have secured significant benefits for the Business Class, in a case in which success on the merits was far from guaranteed. By any measure, the proposed settlement, providing for a Business Settlement Fund of \$4,500,000 is an excellent result for the Class of approximately 500 members. All settlement management and expenses as well as Attorneys' Fees plus expenses related to the litigation and settlement of this case, as approved by the Court, shall be paid from the Business Settlement Fund. Subject to the Court's approval, Attorneys' Fees shall be in an amount of up to but not exceeding 33% of the Gross Business Settlement Fund. After deduction of Court-approved attorneys' fees, expenses related to litigation and settlement of this case, settlement 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. Moreover, the proposed Notice Plan provides the best practicable notice under the circumstances and comports with due process.

Accordingly, Plaintiffs respectfully request that the Court enter the proposed Preliminary Approval Order, which, among other things: (1) grants preliminary approval of the Settlement; (2) grants preliminary approval of the Attorneys' fees and expenses, as well as the Settlement management cost; (3) approves the proposed Notice Plan; (5) appoints Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Settlement Administrator; and (6) schedules a Final

Approval Hearing.

## **DISCUSSION**

### **I. PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

#### **A. Standards for Preliminary Approval**

Rule 23 requires court approval of the settlement of the claims of any certified class. (N.C. Gen. Stat. 1A-1, § Rule 23). The principal underlying concern is protection of class members whose rights may not have received sufficient consideration in settlement negotiations. *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158 (4th Cir. 1991).

There is a strong judicial policy in North Carolina in favor of settlement to conserve the scarce resources of both the courts and the litigating parties. *Ehrenhaus v. Baker*, 216 N.C. App. 59, 717 S.E.2d 9 (2011); *see also In re Krispy Kreme Doughnuts, Inc. S'holder Litig.*, No. 16-CVS-3101, 2018 WL 264537, at \*4 (N.C. Super. Ct., Forsyth Cty. Jan. 2, 2018) (“As a general proposition, North Carolina courts favor settlement over litigation”); Newberg §§ 11.41 (“The compromise of complex litigation can be encouraged by the courts and favored by public policy.”)

Courts considering a proposed class action settlement typically engage in a three-step process. First, a court determines whether the proposed settlement merits preliminary approval. Second, the court directs that notice of the proposed settlement be distributed to the class, thereby providing class members with the opportunity to object to or opt out of the settlement. Third, the court evaluates whether final approval of the settlement is warranted and, if so, grants final approval. *See* N.C. Gen. Stat. § 1A-1, Rule 23(c); *see also* Manual for Complex Litigation, Fourth Ed. § 21.632; *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 622 (1997).

## **B. The Court Should Preliminarily Approve the Settlement**

The preliminary approval stage is an “initial evaluation” of the fairness of the proposed settlement based on the written submissions and informal presentation from the settling parties. *Manual for Complex Litigation (Fourth)*, § 21.632 (4th ed. 2004)). Courts should “appraise the reasonableness of particular class-action settlements on a case-by-case basis, in the light of all relevant circumstances.” *Evans v. Jeff D.*, 475 U.S. 717, 742 (1986). Under North Carolina law, relevant factors for preliminary approval include: (1) the strength of the plaintiff’s case, (2) the Defendant’s ability to pay, (3) the complexity and potential cost of further litigation, (4) the amount of opposition to the settlement, (5) class members reaction to the proposed settlement, (6) counsel’s opinion regarding the settlement’s reasonableness, and (7) the stage of the proceedings and how much discovery has been completed. *In re Newbridge Bancorp S’holder Litig.*, No. 15 CVS 10047, 2016 WL 6885882, at \*7-8 (N.C. Super. Nov. 22, 2016) (citing *Ehrenhaus I*, 216 N.C. App. at 73 75, 717 S.E.2d at 19 20).

Here, the proposed Settlement provides Settlement Class Members with substantial monetary relief and is a fair and reasonable resolution of this litigation and each of the relevant factors weigh in favor of preliminary approval.

### ***i. The First Three Factors Favor Preliminary Approval Because Continued Litigation Would Be Complex, Expensive, Time-Consuming, and Unpredictable***

The first factor to be considered is the relative strength of the Plaintiffs’ case. The second factor is the ability of the defendant to pay, and the third factor is the complexity and anticipated cost of further litigation. *Id.* Each factor favors preliminary approval.

Plaintiffs, Class Counsel, as well as Defendant and Defendant’s Counsel fully

understand the strengths and weaknesses of their respective positions. This case has been actively litigated, with extensive discovery, to the point where settlement has been fully reached. Indeed, the case has been aggressively prosecuted and defended since its inception. The matters litigated include: the expert opinion of at least seven separate experts in various areas; bifurcation of discovery into individual damages and business damages (*See, e.g. Motion for Continuance*, filed on July 29, 2025) within the Evacuation Zone; other discovery issues (*See e.g. Defendant's Opposition to Plaintiff's Motion, with Exhibits*, filed on August 4, 2025); class certification (*See, e.g., Order Granting Class Certification*, granted on February 3, 2025). The proceedings required three attempts at settling the case before experienced North Carolina mediator Bob Beason, as well as several conferences or hearings before the court.

Moreover, although Plaintiffs have no reason to think Defendant is now or will soon become insolvent, collectability is always a concern where the Incident destroyed Defendant's entire Plant and economic operation, and it is not clear that Plaintiffs will be able to pursue Defendant's parent company in the future. Defendant has sufficient insurance, but it is limited. Collectability becomes an even greater concern in the face of protracted complex litigation that has already required extensive discovery and multiple experts' analyses. In sum, further litigation would pose a severe disadvantage to the Business Class Members, especially given the valuable benefits offered to them under this proposed settlement. Therefore, the first three factors weigh in favor of preliminary approval, as it permits the Business Class Members to obtain meaningful relief now, instead of in the future, or perhaps never.

***ii. The Fourth and Fifth Factors - the Amount of Opposition to the Settlement Voiced by Settlement Class Members and Settlement Class Members' Reaction to the Settlement – Can be Evaluated at Final Approval***

Because Settlement Class Members have not been notified of the settlement at this stage, the Court will be in a better position to fully analyze this factor after notice issues and Settlement Class Members have had an opportunity to opt out or object to the Settlement. Thus, these factors are neutral at this stage and should be evaluated upon any motion for final approval of the proposed Settlement.

***iii. The Sixth Factor – Counsel’s Respective Opinions as to the Settlement – are Positive and the Product of Arm’s Length Negotiation Which Supports Preliminary Approval.***

The opinion of experienced counsel regarding the reasonableness of the proposed settlement is the Sixth Factor and is satisfied here. Indeed, “[t]he opinion of experienced and informed counsel is entitled to considerable weight.” *Ehrenhaus v. Baker*, 216 N.C. App. 59, 93, 717 S E.2d 9, 31 (N.C. Ct. App. 2011) (citation omitted). Class Counsel are very experienced litigators, involved in the past in several substantial class action cases such as this one. Counsel for Defendant has also litigated hundreds of cases like the present case. The settlement negotiations also appear clearly to have been adversarial. Indeed, plaintiffs represent that they were not only at arm's length and without collusion, but contentious. These representations are consistent with the tenor of counsel's filings and in-court presentations on contested matters, which have demonstrated zealous pursuit of their respective clients' interests. Based on this experience and the information gained through mediation, Class Counsel opine that the \$4,500,000 reversionary Business Settlement Fund is a strong recovery for the Class compared against the risk Plaintiffs and the Class faced proceeding with further litigation. Accordingly, the Sixth Factor is satisfied and supports preliminary approval.

***iv. The Partial Settlement is Proposed at an Appropriate***

***Stage of the Proceedings and Sufficient Discovery has been Completed to Support Preliminary Approval of the Settlement.***

As this settlement was reached after multiple motions, multiple mediations, and extensive discovery, Plaintiffs respectfully submit that they are fully informed and that preliminary approval at this stage is appropriate. Plaintiffs sent discovery requests to Defendant for litigation purposes and received information relating to the Incident, the City of Winston Salem's response, the size of the Class in the Evacuation Zone, the Fire Investigation results, and information about Defendant's business. (*See e.g., Discovery Requests pursuant to the Initial Complaint, Depositions of Fire Chief Mayo, Electrician Bryant, Fire Investigator Rick McIntyre*). Furthermore, the Parties participated in three mediation sessions with experienced class action mediator Bob Beason. Through mediation and further discovery, Plaintiffs learned additional information about aspects of the claims and business damages that relate to this settlement.

From the information received through discovery for settlement negotiations, requests to Defendants, and conducting the mediation and negotiations, Plaintiffs are well informed about their case and the potential recovery of class-wide damages. Plaintiffs conducted sufficient discovery and received sufficient information before entering a Business Class Settlement to resolve this matter fully. In sum, Plaintiffs and their counsel believe the terms of the proposed BSA are fair and reasonable, as evidenced by application of the relevant North Carolina factors, which all support preliminary approval of the partial settlement.

**C. Adequacy of the Business Class Settlement**

For an analysis of the adequacy of the Business Class settlement, we direct the Court to the Six Factors detailed above and provide it with an overview of the settlement terms here.

The principal terms of the settlement are, of course, set forth in the BSA itself, attached hereto as **Exhibit A**, and its own exhibits setting out additional terms. These include the Business Fund Protocol for Distribution of the Settlement Funds ("Distribution Protocol").

This Business Settlement Fund Distribution Protocol was developed through negotiation between Class Counsel and counsel for Defendant, and will govern the method, calculation, administration, and distribution of monies from the Business Settlement Fund. Its main terms are as follows:

1. The total sum of \$4,205,507.36 will be deposited with the Escrow Agent into the Business Settlement Fund by Weaver's Insurers in accordance with the funding schedule set forth in the BSA, to be administered by the Settlement Administrator and the Court pursuant to this protocol, the BSA, and the Escrow Agreement.

2. The remaining sum of \$294,492.64 will be contributed from any reversion remaining in the Individual Class settlement after all Individual claims, fees, and costs are satisfied.

3. Subject to Court approval, a sum of up to but not exceeding 33% of the gross Business Settlement Fund for Attorneys' Fees, plus all Court approved Litigation Expenses (as defined below) will be paid to Class Counsel from the gross Business Settlement Fund. All Class Counsel's costs and expenses for prosecuting and settling the Litigation ("Litigation Expenses") will be paid from the gross Business Settlement Fund in addition to Court-approved Attorneys' Fees. On a later date once all of the attorney time required for the completion of this case has been completed, Class Counsel will file a Motion for Final Approval of Attorneys' Fees and Expenses asking for the appropriate fee with the required substantiation for the Court's review.

4. The Settlement Administrator shall be authorized to pay Class Counsel out of the gross Business Settlement Fund all attorneys' fees and expenses approved by the Court as soon as funds are available.

5. The sum of \$50,000.00 will be segregated into a separate Settlement Sub-Fund ("Class Representative Participation Award Sub-Fund") to compensate the five Business Class Representatives, in the amount of \$10,000.00 each to Arcola Lewis d/b/a Premier One Salon, Tarreyton Carson d/b/a Zael's Florist, IL&T Financial Consulting, Inc., Nu Dimensions Hair Studio, Inc., and International Machinery Sales, Inc., for their efforts in participating in this Litigation. The balance of the Business Settlement Fund shall be allocated to the payment of Business Class Member claims.

6. Payment to Business Class Members will be calculated as per the Distribution Protocol under the BSA.

7. Each Business that timely files a Proof of Claim Form approved by the Settlement Administrator pursuant to the Proof of Claims Processing Protocol, shall, (a) if filed under Program 1, receive a payment of \$10,000.00 (\$3,333.33 per day of official closure and evacuation), and shall be allowed to claim up to an additional \$25,000 for Extraordinary Losses approved by the Settlement Administrator in its sole judgement pursuant to the Claims Processing Protocol for Extraordinary Losses; or (b) if filed under Program 2, receive an amount approved by the Settlement Administrator pursuant to the Proof of Claims Processing Protocol for such Program, and shall be allowed to claim an additional amount for Extraordinary Losses approved by the Settlement Administrator in its sole judgement pursuant to the Claims Processing Protocol for Extraordinary Losses. To the extent that Extraordinary Loss Claims, if fully considered, would cause the total preliminary assignation 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 to the maximum extent possible, and shall reduce the Extraordinary Loss Claims on a pro rata basis as required (e.g., 90 cents for every dollar of loss).

8. If there are any funds remaining after the foregoing payments, such revert to Defendant's insurers, per the BSA.

In addition, the amount of recovery by Businesses for closure and other business damages caused by the Incident is commensurate with the extent of damages sustained by Businesses in relation to the amounts associated with attorneys' fees and costs. The court therefore should find that the balance struck in the settlement among the first three factors is within the range of preliminary approval.

#### **D. Class Counsel Fees and Expenses and Plaintiff's Service Awards**

Plaintiffs will seek, and Defendant will not object to, an award of reasonable attorneys' fees to Class Counsel not to exceed 33% of the gross Business Settlement Fund, subject to Court approval (*See* BSA § 13.1). North Carolina courts routinely award attorney's fees up to 1/3 of the common fund amount in class action settlements. *See e.g., Owens v. U.S. Radiology Specialists, Inc.*, No. 22 CVS 17797 (*Mecklenburg City Superior Court*, NC; May 15, 2024 Order Granting Final Approval of Class Action Settlement, ¶ 8); *Chrismon v. Meadow Greens Pizza*, No. 5:19-cv-155, 2020 WL 3790866, at \*4 (E.D.N.C. July 7, 2020) (granting fees of 1/3 of the of the common fund settlement plus expenses and noting that "[m]any courts within the Fourth Circuit have held that fees in the amount of 1/3 of the settlement fund is reasonable ; *Silva v. Connected Investors, Inc.*, No. 7:21-cv-00074, 2023 WL 3807026, at \*2 (E.D.N.C.

June 2, 2023) (approving attorneys' fees of 1/3 of the common fund); *Byers v. Carpenter*, No. 94 CVS 04489, 1998 WL 34031740 (N.C. Super. Jan. 30, 1998) (holding that the appropriate level of compensation in cases such as these is typically 25% of the relief obtained if the case is settled before filing; one-third if after filing; and 40% if after an appeal has been taken); *Brookline Homes, LLC v. City of Mount Holly*, No. 19-CVS-1163, 2020 WL 12933309 (N.C. Super. Oct. 12, 2020) (awarding one-third of common fund settlement to Class Counsel in an action brought for misappropriated taxpayer money); *Beaulieu v. EQ Indus. Servs., Inc.*, No. 5:06-cv-00400-BR, 2009 WL 2208131 (E.D.N.C. July 22, 2009) (awarding 38% of common fund settlement to Class Counsel in an action brought for damages resulting from a fire at a hazardous waste facility, similar to the current case).

The Parties also agreed to a service award in the amount of \$10,000.00 to each named Plaintiff for their services rendered on behalf of the Class, subject to Court approval (BSA § 4.5.1). State and federal courts throughout North Carolina have approved service awards for class representatives, explaining that the purpose of such awards is “to encourage socially beneficial litigation by compensating named plaintiffs for their ... personal time spent advancing the litigation on behalf of the class and for any personal risk they undertook.” *Deloach v. Philip Morris Cos., Inc.*, No. 1:00CV01235, 2005 WL 1528783, at \*3 (M.D.N.C. June 29, 2005) (citation omitted); *see also Portfolio Recovery Assocs., LLC v. Houston*, No. 12-CVS-642, 2018 WL 9439665 (N.C. Super. July 26, 2018) (approving \$10,000 service award per class representative); *Bright v. Wake County Disposal, LLC*, No. 18-CVS-10976, 2020 WL 1930395 (N.C. Super. Mar. 11, 2020) (approving \$5,000 award per class representative); *Upright Builders Inc. v. Town of Apex*, No. 18-CVS-3720, 2019 WL 4640418 (N.C. Super. May 28, 2019) (same); *Carl v. State*, No. 06CVS13617, 2009 WL 8561911 (N.C.

Super. Dec. 15, 2009) (same).

Plaintiffs will file a separate motion for approval of attorney's fees and expenses and for Class Representative Service Awards in accordance with the proposed schedule set forth, *infra*.

## **II. APPROVAL OF CONTENT AND METHOD OF CLASS NOTICE**

### **A. Standards for Approval**

The Parties have agreed to retain Epiq as the Settlement Administrator to assist with effectuating Notice of the settlement. At the outset, the Parties have drafted and submitted for the Court's review both a long form notice ("Long Notice") (*See* Epiq) and a short form notice ("Short Notice") (*Id.*), as well as a Declaration of Cameron R. Azari, Esq. Regarding Revised Settlement Notice Plan ("Azari"). Azari is the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications). The Parties, and the Settlement Administrator believe the language of these Notices is reasonably calculated to fully inform Settlement Class Members of their rights, in plain, straightforward text. The Notices are designed to be "noticed," reviewed, and—by presenting the information in plain language—understood by Business Class Members. The design of the Notices follows the principles embodied in the Federal Judicial Center's ("FJC") illustrative "model" notices posted at [www.fjc.gov](http://www.fjc.gov). Many courts, and the FJC itself, have approved notices that Epiq's noticing experts have written and designed in a similar fashion. The Notices contain substantial, albeit easy-to-read summaries of all key information about class members' rights and options (Azari ¶ 21). Additionally, the format and language of each category of Notice have been carefully drafted in easy-to-understand language so that the Settlement Class Members will be well-informed of all material aspects of the settlement, including the benefits they may obtain under the Settlement and the amount of expenses and Class Representative Service Awards being sought. (Claim Form, Long Notice, and Short

Notice). The Notices mailed and where possible, also emailed, to all identified class members will provide substantial information to the Business Class Members. The Notices include (i) details regarding the class members' ability to opt-out or object to the case, (ii) the deadline to opt-out or object, and (iii) the date, time, and location of the Final Approval Hearing, among other information (*Id.* ¶ 22).

### **B. Content of the Proposed Notice**

As to content, the proposed notice addresses the settlement, setting out: the definition of the proposed class (*Long Notice. at 7*); the procedure and rights associated with making a claim under the settlement (*Id. at 16-20*), appearing at the fairness hearing (termed the "Final Fairness Hearing" in the proposed notice) (*Id. at 26*), and opting out of the settlement (*Id. at 18*); the background of the litigation (*Id. at 3, 4*); a summary of the settlement terms (First bullet points of the Notice); the reasons for the settlement (*Id. at 5*); and contact information for follow-up inquiries (*Id. at 29*). Each notice is to be accompanied by a claim form and return envelope (BSA § 6.1). The notice is stated in appropriate language.

By setting out claim submission rights and procedures and being accompanied by a claim form and return envelope, the notice anticipates approval of the settlement. This approach obviates a second notice to class members in the event the settlement is given final approval notifying them of settlement approval and transmitting claim forms, and the delay a second notice would entail.

### **C. Proposed Method of Notice**

1. As to the method of notice, to stimulate claims filing, a Long Form Notice and Claim Form ("Claim Package") will be (1) sent by Email Notice to all identified Class Members for whom a valid email address is available, drafted in such a way that the subject

line, the sender, and the body of the message overcome spam filters and ensure readership to the fullest extent reasonably practicable, and (2) sent by USPS first-class mail to all identified Business Class Members with an associated mailing address. The Long Form Notice will advise the Business Class Members of their rights under the Settlement and provide instructions on how to file a Claim Form and provide a website address where Business Class Members can find more information regarding the Settlement and all their rights under that Settlement (Azari ¶ 13). In addition, the Long Form Notice will also direct Class Members to the case website where they can access additional information. Prior to mailing the Claim Packages, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS.<sup>2</sup> In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today. (*Id.* ¶ 14). Claim Packages returned as undeliverable will be re-mailed to any new address available through USPS information to better addresses found by third party lookup service. Upon successfully locating better addresses, Claim Packages will be promptly re-mailed. (*Id.* ¶ 15). Where a direct Email Notice is sent, the Email Notices will be sent from an IP address known to major email providers as one not used to send bulk “spam” or “junk” email blasts. Each Email Notice will be transmitted with a digital signature to the header and content of the Email Notice, which will allow ISPs to programmatically authenticate that the email notices are from Epiq’s authorized mail servers. Each Email Notice will also be transmitted with a unique message identifier. The Email Notice will include an embedded link to the case website. By clicking the link, recipients will be able to access the Long Form Notice and other information about the Settlement (*Id.* ¶11).

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<sup>2</sup> The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and known address.

If the receiving email server cannot deliver the message, a “bounce code” will be returned along with the unique message identifier. For any Email Notice for which a bounce code is received indicating the message was undeliverable for reasons such as an inactive or disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two additional attempts will be made to deliver the Notice by email (*Id.* ¶12).

Epiq shall maintain its existing toll-free telephone number and website established for the class certification notice efforts, both updated with additional information regarding the Settlement with Business Class Members. The existing post office box that was established for the class certification notice efforts will continue to be available.

The Notice shall also be published one time in English in the *Winston-Salem Journal* and *Yes! Weekly*, and one time weekly in Spanish in *Que Pasa*, within one week after the mailing (BSA § 6.1.3). 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 (BSA § 6.1.4). Copies of the Notice shall also be posted on [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com), as well as Class Counsel’s own website, [www.potts-law.com](http://www.potts-law.com), as well as Class Representatives’ Counsel’s websites [www.crlegalteam.com](http://www.crlegalteam.com) and [www.farrin.com](http://www.farrin.com). (BSA § 6.1.6)

The Parties agree that the Notice shall include a deadline of July 15, 2026, by which date the 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 (BSA § 6.1.7).

The Parties agree that the Notice shall provide that all opt outs shall be done by notifying the Settlement Administrator by notice dated, signed, and sent by U.S. Mail, first class postage prepaid, to the Settlement Administrator, Epiq Class Action & Claims Solutions, Inc., at “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 their addresses provided in the Notice (BSA § 6.2.1).

The Parties agree that the Notice shall provide that 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 (BSA § 6.2.2). In addition, the Parties agree that the Notice will provide that the Court will hold a Fairness Hearing at a date and time specified by the Court. before the Honorable Edwin G. Wilson, Jr. at the Forsyth County Courthouse, 175 N. Chestnut St., Winston-Salem, NC 27101.

### **III. PROPOSED SCHEDULE OF EVENTS**

**In considering preliminary approval of the settlement, the Court must set a final approval hearing date, dates for promulgating Notice and deadlines for objecting to the settlement and filing papers in support of the Settlement. The Parties propose the following schedule:**

<b>Event</b>	<b>Deadline</b>
Notice Commencement Date	March 25, 2026
Class Counsel’s Motion for Attorneys’ Fees, Expenses, and Services Awards	April 30, 2026
Objection Deadline	April 24, 2026
Opt-Out Deadline	April 24, 2026
Claims Deadline	July 15, 2026
Motion for Final Approval	April 27, 2026
Final Fairness Hearing	May 11, 2026

### **IV. OTHER MATTERS**

**D. Appointment of Settlement Administrator**

The parties propose that Epiq Class Action & Claims Solutions, Inc. (“Epiq”), in Charlotte, North Carolina, be appointed as Settlement Administrator. (See BSA § 12.1). They have submitted as an exhibit to plaintiffs' memorandum an affidavit by Epiq describing his qualifications and familiarity with the settlement in this case along with a listing of cases handled.

**E. Appointment of Special Master**

**CONCLUSION**

IT IS RECOMMENDED, for the foregoing reasons, that the court enter an order in the form attached as Exhibit B: (1) granting preliminary approval of the settlement; (2) granting preliminary approval of Attorney’s Fees and Expenses; (3) approving the proposed Notice Plan; (4) appointing EPIQ as the Settlement Administrator; and (5) scheduling a Final Approval Hearing.

Respectfully submitted this 6<sup>th</sup> day of March 2026.



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## APPENDIX A – Contents of BSA

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**APPENDIX B – Exhibits to Memorandum**

<b>Ex.</b>	<b>Description</b>
1	Declaration of Epiq Proposed Settlement Administrator
2	Form of Notice to Class

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 TRANSOU, )  
Individually and On Behalf of All Others )  
Similarly Situated, )

Plaintiffs, )

v. )

WINSTON WEAVER Co. Inc., )  
Defendant. )

**DECLARATION OF CAMERON R. AZARI,  
ESQ. REGARDING BUSINESS CLASS  
SETTLEMENT NOTICE PLAN**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq and Epiq Legal Noticing (hereinafter “Epiq”).

**OVERVIEW**

5. This declaration describes the proposed business class Settlement Notice Plan (“Notice Plan”) and notices (the “Notice” or “Notices”) for *Thomas, et al. v. Winston Weaver Co.*,

*Inc.*, Case No. 22 CVS 929 and 22 CVS 683, in the General Court of Justice Superior Court Division, State of North Carolina.

6. I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice Plan* (“Class Certification Notice Plan Declaration”) on April 18, 2025, which described the Class Certification Notice Plan, detailed Epiq’s class action notice experience, and attached Epiq’s *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs. Subsequently, I executed my *Declaration of Cameron R. Azari, Esq. Regarding Proposed Settlement Notice Plan and Supplemental Class Certification Notice* (“Settlement Notice Plan and Supplemental Class Certification Notice Declaration”) on August 8, 2025, which described the proposed Settlement Notice Plan for individual class members and the proposed supplemental notice to additional entity business class members as part of the Class Certification Notice Plan. On August 28, 2025, I executed my *Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Class Certification Notice Plan* (“Class Certification Implementation Declaration”) which described the successful implementation of the Class Certification Notice Plan. On September 22, 2025, I executed my *Declaration of Cameron R. Azari, Esq. Regarding Revised Settlement Notice Plan* (“Revised Settlement Notice Plan Declaration”) which provided additional information about the Notice Plan. Then, on November 14, 2025, I executed my *Affidavit of Cameron R. Azari, Esq. Regarding Commencement of Settlement Notice Plan* (“Settlement Commencement Affidavit”) which described the successful implementation of the Notice Plan and provided settlement administration statistics. On December 1, 2025, I executed my *Affidavit of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Plan* (“Settlement Implementation Affidavit”) which described the successful implementation of the Settlement Notice Plan and provided settlement administration statistics. Most recently, on December 12, 2025, I executed my *Supplemental Affidavit of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Class Certification Notice Plan* (“Supplemental Class Certification Affidavit”) which provided updated settlement administration statistics.

## NOTICE PLAN SUMMARY

7. Rule 23 of the North Carolina Rules of Civil Procedure does not state anything directly regarding notice to Settlement Class Members. But under North Carolina law, “The trial court should require that the best notice practical under the circumstances be given to class members. Such notice should include individual notice to all members who can be identified through reasonable efforts, but it need not comply with the formalities of service of process. Notice of the action should be given as soon as possible after the action is commenced. As part of the notification, the trial court may require that potential class members be given an opportunity to request exclusion from the class within a specified time in a manner similar to the current federal practice.” *Crow v. Citicorp Acceptance Co.*, 319 N.C. 282-84, 354 S.E.2d 465-66 (1987). Furthermore, adequate notice must be given to all members of the class. *Faulkenbury v. Teachers’ & State Employees’ Ret. Sys. of N.C.*, 345 N.C. 683, 697, 483 S.E.2d 422, 431 (1997) (quoting *Crow*, 319 N.C. at 280, 354 S.E.2d at 464) (internal citation omitted). The Notice Plan will satisfy these requirements.

8. This Notice Plan is designed to reach the greatest practicable number of Class Members. Given our experience with similar notice efforts, we expect that the Notice Plan will reach approximately 90% of the identified Class Members with direct notice via email and mail. The reach will be further enhanced by a publication notice (in English and Spanish) and a case website, which are not included in the estimated reach calculation. In my experience, the projected reach of the Notice Plan is consistent with other court-approved notice plans, is the best notice practicable under the circumstances of this case, and has been designed to satisfy the requirements of due process, including its “desire to actually inform” requirement.<sup>1</sup>

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<sup>1</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

## **NOTICE PLAN DETAIL**

9. The Notice Plan is designed to provide notice to the following “Business Class” defined in the Settlement Agreement as:

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.

Excluded from the class are 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.

### **NOTICE PLAN**

#### ***Individual Notice***

10. It is my understanding from Counsel for the parties that all Class Members who are included in the proposed Settlement are included in the data Epiq was provided at the class certification stage. The data included names and mailing addresses, where available. This existing data will be used to provide notice to the identified Class Members regarding the Settlement. It is my understanding from Counsel for the parties that Epiq will also be provided email addresses, where available, for identified Class Members.

#### ***Individual Notice – Direct Email***

11. An Email Notice will be sent to all identified Class Members for whom a valid email address is available. The following industry standard best practices will be followed. The Email Notice will be drafted in such a way that the subject line, the sender, and the body of the message overcome spam filters and ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice will use an embedded html text format. This format will provide

easy to read text without graphics, tables, images, attachments, and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or spam filters. The Email Notices will be sent from an IP address known to major email providers as one not used to send bulk “spam” or “junk” email blasts. Each Email Notice will be transmitted with a digital signature to the header and content of the Email Notice, which will allow ISPs to programmatically authenticate that the email notices are from our authorized mail servers. Each Email Notice will also be transmitted with a unique message identifier. The Email Notice will include an embedded link to the case website. By clicking the link, recipients will be able to access the Long Form Notice and other information about the Settlement.

12. If the receiving email server cannot deliver the message, a “bounce code” will be returned along with the unique message identifier. For any Email Notice for which a bounce code is received indicating the message was undeliverable for reasons such as an inactive or disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two additional attempts will be made to deliver the Notice by email.

***Individual Notice – Direct Mail***

13. Epiq will send a Long Form Notice and Claim Form (“Claim Package”) to all identified Class Members with an associated mailing address. The Claim Package will be sent via United States Postal Service (“USPS”) first class mail. The Long Form Notice will clearly and concisely summarize the Settlement and the legal rights of the Class Members. In addition, the Long Form Notice will also direct Class Members to the case website where they can access additional information.

14. Prior to mailing the Claim Packages, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS.<sup>2</sup> In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality

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<sup>2</sup> The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and known address.

of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

15. The return address on the Claim Packages will be a post office box that Epiq will maintain for this Settlement. The USPS will automatically forward Claim Packages with an available forwarding address order that has not expired (“Postal Forwards”). Claim Packages returned as undeliverable will be re-mailed to any new address available through USPS information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, or to better addresses that may be found using a third-party lookup service. This process is also commonly referred to as “skip-tracing.” Upon successfully locating better addresses, Claim Packages will be promptly re-mailed.

***Publication Notice***

16. To supplement direct notice, Epiq will use a publication plan to target Class Members. These publications were selected to best target Class Members.

<i>Print</i>	<i>Circulation</i>	<i>Distribution</i>	<i>Frequency</i>	<i>Language</i>	<i>Ad Size</i>
<i>Winston-Salem Journal</i>	9,789	Winston-Salem	1x Weekday	English	1/4 Page
<i>Yes! Weekly</i>	12,000	Winston-Salem	1x Weekly	English	1/4 Page
<i>Que Pasa</i>	11,000	Greensboro, Winston-Salem, Kenersville, Siler City, Wilkesboro	1x Weekly	Spanish	1/4 Page

***Case Website***

17. The existing website that was established for the class certification notice efforts ([www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com)) will be updated with additional information regarding the Settlement. Relevant documents, including the Long Form Notice, Claim Form, Complaint, Preliminary Approval Order, and any other case-related documents will be available on the case website. In addition, the case website will include relevant dates, answers to frequently asked

questions (“FAQs”), instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. Class Members will also be able to file a Claim Form on the case website. The case website address will be prominently displayed in all notice documents.

***Toll-Free Telephone Number and Other Contact Information***

18. The existing toll-free telephone number that was established for the class certification notice efforts (1-877-873-4578) will be updated with additional information regarding the Settlement. Callers will be able to hear an introductory message, have the option to learn more about the Settlement in the form of recorded answers to FAQs, and request that a Long Form Notice be mailed to them. The automated telephone system will be available 24 hours per day, 7 days per week. The toll-free telephone number will be prominently displayed in all notice documents.

19. A postal mailing address will be provided, allowing Class Members the opportunity to request additional information or ask questions.

***Claim Submission & Distribution Options***

20. The Notices will provide a detailed summary of relevant information about the Settlement, including the case website address and how Class Members can file a Claim Form online or by mail. With any method of submitting a Claim Form, Class Members will be given the option of receiving a digital payment or traditional paper check. Epiq will work with counsel for the parties to select an appropriate menu of payment options. The type of digital payment selected does not impact Epiq’s compensation for its work as the Settlement Administrator, and no digital option is discouraged relative to other options.

**PLAIN LANGUAGE NOTICE DESIGN**

21. The proposed Notices are designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Class Members. The design of the Notices follow the principles embodied in the Federal Judicial Center’s (“FJC”) illustrative “model” notices posted at [www.fjc.gov](http://www.fjc.gov). Many courts, and the FJC itself, have approved notices that Epiq’s noticing experts have written and designed in a similar fashion. The Notices contain substantial, albeit easy-

to-read summaries of all key information about Class Members' rights and options. Consistent with our normal practice, all notice documents will undergo a final edit prior to actual mailing and publication for grammatical errors and accuracy.

22. The Notices mailed and where possible, also emailed to all identified Class Members will provide substantial information to the Class Members. The Notices include (i) details regarding the Class Members' ability to opt-out or object to the Settlement, (ii) the deadline to opt-out or object, and (iii) the date, time, and location of the Fairness Hearing, among other information.

### CONCLUSION

23. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by state and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and that the notice or notice plan itself not limit knowledge of the availability of legal rights—nor the ability to exercise other options—to class members in any way. All of these requirements will be met in this case.

24. The Notice Plan includes individual notice to identified Class Members. Given our experience with similar notice efforts, we expect that the Notice Plan will reach approximately 90% of the identified Class Members with direct notice via email and mail. The reach will be further enhanced by a publication notice (in English and Spanish) and a case website, which are not included in the estimated reach calculation. The FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases and is illustrative for state courts, states that "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."<sup>3</sup> Here, we have developed a Notice Plan that will readily achieve a reach within that standard.

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<sup>3</sup> FED. JUDICIAL CTR., JUDGES' CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND

25. The Notice Plan follows the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize the need: (a) to endeavor to actually inform the class, and (b) to ensure that notice is reasonably calculated to do so:

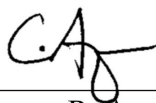
- a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
- b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

26. The Notice Plan as designed for this Settlement will provide for the best notice practicable under the circumstances of this case, conform to all aspects of North Carolina Rule 23, and comport with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth.

27. The Notice Plan schedule will afford enough time to provide full and proper notice to the Class Members before any opt-out and objection deadlines.

28. At the conclusion of the Notice Plan, I will provide a declaration verifying the effective implementation of the Notice Plan.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 6, 2026.



\_\_\_\_\_  
Cameron R. Azari, Esq.

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PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

FROM: EMAIL ADDRESS  
TO: EMAIL ADDRESS  
RE: WINSTON WEAVER COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

Unique ID: <<UNIQUE ID>>

*Thomas et al. v. Winston Weaver Co., Inc.*  
Case Nos. 22 CVS 929, 22 CVS 683

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

*A Court authorized this Notice. This is not a solicitation from a lawyer.*

You can file your Claim Form [here](#).

A \$4,500,000 million settlement has been reached in a class action lawsuit against Winston Weaver Co., Inc. (“Defendant”) arising out of an evacuation as a result of a fire occurring at Defendant’s fertilizer plant on January 31, 2022 (“Incident”). The lawsuit alleges damages resulting from Defendant’s negligence, negligence per se, gross negligence, private nuisance, and/or public nuisance which proximately caused the fire and subsequent evacuation. The Defendant denies any wrongdoing.

Recently, notice was provided regarding a settlement with natural persons affected by the Incident. This Settlement does not include natural persons.

The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

**Who is Included? Records show you are a member of the Business Class**, defined as: 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.

**What Does the Settlement Provide?** As a Business Class Member, you can submit a Claim Form [here](#) or by mail postmarked by **Month XX, 20YY**, for the following Settlement benefits:

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

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

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

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

**Other Options.** If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Entities about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or attorneys' fees, costs, and Class Representative Participation Awards by **Month XX, 20YY**. The [Long Form Notice](#) on the case website explains how to opt-out or object. If you do nothing, you will get no Settlement benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees of up to 33% of the Settlement Fund and reimbursement of costs for conducting the lawsuit, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

**This notice is a summary.** Learn more about the Settlement [here](#) or call toll free 1-XXX-XXX-XXXX.

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

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

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

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

<b>Your Legal Rights and Options</b>		<b>Deadline</b>
<b>Submit a Claim Form</b>	The only way to get Settlement benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: <b>MONTH DD, 20YY</b>
<b>Exclude Yourself</b>	Get no Settlement benefits. Keep your right to file your own lawsuit against the Released Entities about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: <b>MONTH DD, 20YY</b>
<b>Object to the Settlement</b>	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: <b>MONTH DD, 20YY</b>
<b>Do Nothing</b>	Get no Settlement benefits. Give up your legal rights.	

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

**Questions? Go to [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com) or call 1-877-873-4578**

## BASIC INFORMATION

### 1. What is this Notice about?

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

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

### 2. What is a class action?

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

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

## THE LEGAL CLAIMS IN THE LAWSUIT

### 3. What happened at the Winston Weaver facility?

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

### 4. What is the lawsuit about?

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

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

### 5. Why is there a Settlement?

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

**Questions? Go to [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com) or call 1-877-873-4578**

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

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

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

## **WHO IS IN THE BUSINESS CLASS**

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

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

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

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

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

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

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

If you are still not sure whether you are included in the Business Class, you can get free help at [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com), by calling 1-877-873-4578, or writing to the lawyers in this lawsuit, at the address listed below.

## **THE SETTLEMENT BENEFITS**

### **10. What does this Settlement provide?**

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

**Questions? Go to [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com) or call 1-877-873-4578**

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

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

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

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

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

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

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

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

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

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

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

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

**Questions? Go to [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com) or call 1-877-873-4578**

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

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

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

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

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

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

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

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

### **12. What are the Released Claims?**

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

## **HOW TO GET BENEFITS FROM THE SETTLEMENT**

### **13. How do I submit a Claim Form?**

You must submit a timely and valid Claim Form to receive Settlement benefits as described above. Your Claim Form must be submitted online at [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com) by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **MONTH DD, 20YY**. Claim Forms are also available at [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com) or by calling 1-877-873-4578 or by writing to:

*Thomas et al. v. Winston Weaver Co., Inc.*  
Settlement Administrator  
PO Box 6697  
Portland, OR 97228-6697

**Questions? Go to [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com) or call 1-877-873-4578**

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

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

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

*Thomas et al. v. Winston Weaver Co., Inc.*  
Settlement Administrator  
PO Box 6697  
Portland, OR 97228-6697

#### **15. When will I receive my Settlement benefits?**

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

It may take time for the Settlement to be approved and become final. Please be patient and check [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com) for updates.

### **YOUR RIGHTS AND OPTIONS**

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

#### **16. What happens if I do nothing at all?**

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

#### **17. Why would I ask to be excluded?**

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

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

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

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

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

The exclusion request must be **mailed** by U.S. Mail, first class postage prepaid, to the Settlement Administrator at the following address, with copies sent to all lawyers at the addresses listed below, and be **postmarked** by **MONTH DD, 20YY**:

SETTLEMENT ADMINISTRATOR	
<i>Thomas et al. v. Winston Weaver Co., Inc.</i> Settlement Administrator PO Box 6697 Portland, OR 97228-6697	
DEFENDANT'S COUNSEL	CLASS COUNSEL
Rachel E. Keen Mason E. Freeman Womble Bond Dickinson (US) LLP One West Fourth St. Winston-Salem, NC 27101	Derek H. Potts The Potts Law Firm 3737 Buffalo Speedway Suite 1900 Houston, TX 77098  Gary Jackson 555 S. Mangum St. Suite 100 Durham, NC 27701

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

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

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

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

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

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

**OBJECTING TO THE SETTLEMENT**

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

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

To object, the business’s legal representative must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator postmarked by **MONTH DD, 20YY**, stating you object to the Business Settlement in *Thomas et al. v. Winston Weaver Co., Inc.*, Case Nos. 22 CVS 929 and 22 CVS 683.

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

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

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator postmarked by **MONTH DD, 20YY**, at the following addresses:

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

DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
<p style="text-align: center;">Rachel E. Keen Mason E. Freeman Womble Bond Dickinson (US) LLP One West Fourth St. Winston-Salem, NC 27101</p>	<p style="text-align: center;"><i>Thomas et al. v. Winston Weaver Co., Inc.</i> Settlement Administrator PO Box 6697 Portland, OR 97228-6697</p>

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

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

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

**THE LAWYERS REPRESENTING YOU**

**23. Do I have a lawyer in this lawsuit?**

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

**24. Should I get my own lawyer?**

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

**25. How will the lawyers be paid?**

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

**THE FAIRNESS HEARING**

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

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

The Court will hold a Fairness Hearing on **MONTH DD, 20YY**, at **XX:XX a.m/p.m.** before the Honorable Edwin G. Wilson, Jr. at the Forsyth County Courthouse, 175 N. Chestnut St., Winston-Salem, NC 27101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement and Class Counsel's attorneys' fees and costs, and Class Representative Participation Award.

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

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

## **27. Do I have to attend the Fairness Hearing?**

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

## **28. May I speak at the Fairness Hearing?**

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

# **GETTING MORE INFORMATION**

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

This Notice contains a summary of the lawsuit, Settlement, and the proceedings. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com). You may get additional information at [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com), by calling toll-free 1-877-873-4578, or writing the Settlement Administrator at:

*Thomas et al. v. Winston Weaver Co., Inc.*  
Settlement Administrator  
PO Box 6697  
Portland, OR 97228-6697

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

**Questions? Go to [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com) or call 1-877-873-4578**

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

*A Court has authorized this notice. This is **not** a solicitation from a lawyer.*

A \$4,500,000 million settlement has been reached in a class action lawsuit against Winston Weaver Co., Inc. (“Defendant”) arising out of an evacuation as a result of a fire occurring at Defendant’s fertilizer plant on January 31, 2022 (“Incident”). The lawsuit alleges damages resulting from Defendant’s negligence, negligence per se, gross negligence, private nuisance, and/or public nuisance which proximately caused the fire and subsequent evacuation. The Defendant denies any wrongdoing.

Recently, notice was provided regarding a settlement with natural persons affected by the Incident. This Settlement does not include natural persons.

**Who is Included?** The Business Class includes: any lawful, organized activity or enterprise, such as a corporation, limited liability company, partnership, or sole proprietorship, that engages in commercial, industrial, or professional activities to provide goods or services, either for profit or to further a non-profit mission, that operated or was located within the one-mile evacuation zone of the Winston Weaver facility on January 31, 2022, and sustained economic and/or nuisance-related damages caused by the fire and evacuation, excluding damages arising from personal injury. “Business” does not include unlawful, recreational, or hobbyist activities, or temporarily peddling goods or services in a residential area.

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

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

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

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

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

You must submit a Claim Form online or by mail postmarked by **MONTH DD, 20YY**.

**Other Options.** If you do not want to be legally bound by the Settlement, you must submit an opt-out postmarked by **MONTH DD, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Entities about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or attorneys’ fees, costs, and Class Representative Participation Awards by **MONTH DD, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-

out or object. If you do nothing, you will get no Settlement benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Fairness Hearing on **MONTH DD, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees of up to 33% of the Settlement Fund and reimbursement of costs for conducting the lawsuit, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

**This notice is a summary. Learn more at [www.WinstonWeaverClassAction.com](http://www.WinstonWeaverClassAction.com), or call toll-free 1-877-960-3108.**

**APPENDIX C – Proposed Order**

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 TRANSOU, )  
Individually and On Behalf of All Others )  
Similarly Situated, )

Plaintiffs, )

v. )

WINSTON WEAVER Co. Inc., )

Defendant. )

**ORDER APPROVING PRELIMINARY  
SETTLEMENT AGREEMENT,  
ATTORNEYS’ FEES AND EXPENSES,  
SETTLEMENT ADMINISTRATOR  
AND OTHER RELATED MATTERS**

WHEREAS, by Order dated February 2, 2025, the Court certified the above-captioned action (the “Action”) to proceed as a class action;

WHEREAS, on December 16, 2025, the parties reached a settlement agreement for all Business Class Members;

WHEREAS, this settlement will resolve all remaining claims in this action;

WHEREAS, all Court-appointed Class Representatives have moved for, and Defendants do not oppose, the entry of an Order approving the Business Class Settlement Agreement (“BSA”), Attorneys’ Fees and Expenses, Settlement Administrator and Other Related Matters;

WHEREAS, the Court has reviewed the proposed Preliminary Settlement Agreement, Supporting Memorandum for the Motion for Preliminary Approval, and other related matters submitted by Class Representatives and has found good cause for entering the following Order;

1. The parties' motion for preliminary approval of the class settlement is

ALLOWED;

2. The settlement provided for in the BSA is preliminarily approved pursuant to N.C. Gen. Stat. § 1A-1, Rule 23, subject to the terms of this order;

3. The form of the notice to the class attached as Exhibit 2 to the Supporting Memorandum is approved;

4. The method of dissemination of notice to the class provided for in Sections 6.1.1 and 6.1.2 and the other provisions of the BSA, including the exhibits thereto, is approved, and dissemination of notice shall be made in accordance with such provisions and applicable orders of the Court;

5. Epiq Class Action & Claims Solutions, Inc. is appointed Settlement Administrator and as such shall disseminate notice to the class, receive and process proof of claim forms and opt outs, and carry out all other functions of the Settlement Administrator as set forth in Section 12 and the other provisions of the BSA, including the Proof of Claims Processing Protocol, the Common Settlement Fund Disbursement Protocol, and the other exhibits to the BSA, and applicable orders of the court;

6. If a Special Master is required by the Settlement Administrator for the review and settlement of special cases, the Court hereby orders that the Parties confer about the selection of a Special Master, and be prepared to submit their agreed selection to the Court for its approval.

7. Any member of the class who elects to opt out of the class must do so no later than April 24, 2026 (30 days after the date of publication of the notice to the class as provided in Section 6.1.1 of the BSA) by following the procedures set forth in the notice and Section 6.2.2 of the BSA;

8. Any member of the class who elects to object to the settlement in any respect, including any payments provided for in the BSA, must do so no later than April 24, 2026 (30 days after the date of publication of the notice to the class as provided in Section 6.1.1 of the BSA) by following the procedures set forth in the approved notice and Section 6.2.2 of the BSA;

9. The Final Hearing shall be held on May 11, 2026, or on a date and at a time to be specified by the Court in the Forsyth County Courthouse, 175 N. Chestnut St., Winston-Salem, NC 27101 by the Honorable Edwin G. Wilson, Jr.

10. The Honorable Edwin G. Wilson, Jr. shall hold a telephone conference with counsel on a date and at a time to be specified for the purpose of selecting the date and time for the Final Fairness Hearing and the date for opt outs and objections to be included in the class notice. Counsel shall make the necessary arrangements for a single conference line and at least one day before the conference shall provide the chambers of Judge Wilson with the number and any password needed to join the conference.

11. The parties shall file a motion for final approval of the settlement before the date scheduled for the Final Fairness Hearing.

12. Class Counsel shall file a Motion for Final Approval of Attorneys' Fees and Expenses asking for the appropriate fee with the required substantiation for the Court's review, once all of the attorney time required for the completion of this case has been completed.

13. (a) No later than 14 business days before the date scheduled for the fairness hearing, counsel for the parties shall file a pre-hearing statement which describes all documents and other evidence they intend to offer at the fairness hearing, identifies by name and address all witnesses they intend to call at the hearing, summarizes the testimony each witness is expected to

give, and includes as attachments copies of all documents and other evidence not identified in the statement;

(b) by the same date, counsel for the parties shall deliver to the Settlement Administrator a copy of the pre-hearing statement and copies of all exhibits they intend to offer; and

(c) beginning no later than 14 business days before the date scheduled for the fairness hearing, the Settlement Administrator shall make the pre-hearing statement and all the exhibits counsel for the parties intend to offer available on the Settlement Administrator's website and, upon request, shall provide paper copies of the statement and exhibits to any person to whom class notice is sent, subject to payment of reasonable copying costs by the requester.

SO ORDERED. This the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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Hon. Edwin G. Wilson, Jr.  
Designated Superior Court Judge (Rule 2.1)