

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

Defendant.

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

On October 31, 2025, pursuant to the notice requirements set forth in the Settlement and in the Preliminary Approval Order, the Settlement Class was apprised of the nature and pendency of the Action, the terms of the Settlement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing.

On December 8, 2025, the Court held a Final Approval Hearing to determine, inter alia: (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be entered dismissing the Residential Subclass claims against Winston Weaver in the Second Amended Complaint with prejudice. Prior to the final approval hearing, Class Counsel filed a declaration from the Settlement Administrator confirming that the Notice Plan was completed in accordance with the Parties' instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the final approval hearing in support of or in opposition to the proposed Settlement and/or the award of attorneys' fees, costs, and expenses. The Court finds that the Notice Plan satisfied due process, the requirements of N.C. Gen. Stat. § 1A-1 and Rule 23 and represented the best Notice practicable under the circumstances.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Winston Weaver, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application made by Class Counsel for attorneys' fees, costs, and expenses, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED THAT:

The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including Settlement Class. The “Settlement Class” for purposes of this Order consists of what is often referred to as the “Residential Subclass”, as a distinct subclass compared to the “Business Damages Subclass” which has not been resolved. The Settlement Class specifically excludes: (i) any claim for personal injury arising out of the Incident; (ii) any claims for Business Damages; or (iii) any claim made by any person who or which Opt Out of the Class in compliance with orders from the Court.

1. The Court also has personal jurisdiction over the Parties and the Settlement Class Members.

2. The Settlement was entered into in good faith following arm’s length negotiations and is non-collusive.

3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court’s finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. This Court grants final approval of the Settlement of the Residential Subclass claims against Winston Weaver, including but not limited to the releases in the Settlement and the plans for distribution of the settlement relief. The Court

finds that the Settlement is in all respects fair, reasonable, and in the best interest of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof—including, without limitation, the releases—are incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

OBJECTIONS AND OPT-OUTS

7. No objection to this Settlement was made.

8. All persons and entities who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

9. A list of those individuals who have timely and validly elected to exclude themselves from the Settlement (i.e., opt out of the Settlement) in accordance with the requirements in the Settlement (the “Opt-Out Members”) has been submitted to the Court in the Declaration of Cameron R. Azari of Epiq Legal Noticing in Connection with Final Approval of Settlement, filed in advance of the Final Approval Hearing. That list is attached as Exhibit A to this Order. The persons and/or entities listed in Exhibit A are not bound by the Settlement or this Final Approval Order and Judgment and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in Exhibit A shall be deemed not to be Releasing Parties.

10. The Court determines that for settlement purposes the Settlement Class meets all the requirements of N.C. R. Civ. P. 23. In particular, based on the information provided and for settlement purposes: the Settlement Class is ascertainable; it consists of roughly 6,500 individual Settlement Class Members, satisfying numerosity; there are common questions of law and fact, including whether Winston Weaver implemented and maintained reasonable fire prevention procedures and practices appropriate to the nature and scope of the information that they maintained and that was transmitted or potentially transmitted in the Pixel Incident, satisfying commonality; the proposed Settlement Class Representatives' claims are typical in that they are members of the Settlement Class and allege they have been damaged by the same conduct as the other members of the Settlement Class; the proposed Settlement Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members; and a class action is superior to other available methods for the fair and efficient adjudication of this litigation.

11. The Court concludes that the Settlement Class Representatives Vanda Thomas, Stacy Wharton, Karen Prudencio, and Sherman Transou have fairly and adequately represented the Settlement Class and will continue to do so.

NOTICE TO THE SETTLEMENT CLASS

12. The Court finds that the Notice Plan, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did

provide due and sufficient notice to the Settlement Class Members of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the final approval hearing, and satisfied the requirements of the North Carolina Rules of Civil Procedure, the United States Constitution, and all other applicable laws.

AWARD OF ATTORNEYS' FEES AND EXPENSES

13. The Court has considered Class and Plaintiffs' Counsel's Motion for Attorneys' Fees and Expenses.

14. The Court notes that the 3 law firms who have worked on this case for nearly four years have provided the Court with their total hours as follows:

<i>Potts Law Firm, LLP:</i>	3015.6
<i>Law Offices of James Scott Farrin:</i>	2753.3
<i>CR Legal Team, LLP:</i>	1465.4
Total Hours:	7,234.3

15. The Court has analyzed the total hours using the prevailing hourly rates and awards Class Counsel \$2,666,666.66 as an award of attorneys' fees finding that a 33% fee from the total settlement is fair and reasonable. The total attorney fee award shall be divided evenly between the three firms. Additionally, the Court finds that the law firms' request for \$195,602.62 as an award of costs and expenses is also fair and reasonable and should be paid. This award of Attorneys' Fees and Expenses shall be paid in accordance with the Settlement within 10 days of the signing of this Order or as soon as the settlement is funded if more than 10 days. This award of Attorneys' Fees and Expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

OTHER PROVISIONS

16. The Parties to the Settlement shall carry out their respective obligations thereunder. Plaintiffs seek modest Service Awards of \$5,000 per Settlement Class Representative, for the time and involvement they have put into this Action since its inception in 2022.

17. Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to the Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement.

18. As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Parties, except for claims relating to the enforcement of the Agreement.

19. The Released Claims for the Residential Subclass under the Settlement Agreement include:

-any and all claims for compensatory all claims for compensatory and/or punitive damages arising out of the Incident, other than personal injury claims or Business Damages, by or on behalf of the named Plaintiffs, the Individual Class, all Individual Class Members, their successors, assigns, legal guardians, heirs, or beneficiaries, any natural or legal person or entity entitled to assert any claim on behalf of any Individual Class Member, and any person or entity who or which derives or obtains any right from or through any Individual Class Member for the Released Claims, against any of the Released Entities under any legal or equitable theory, or body of law, whatsoever, including but not limited to, negligence, nuisance, trespass, strict liability, res ipsa loquitur, negligence per se, liability for ultra-hazardous activities or conduct, absolute liability, liability for any willful, wanton, reckless, or punitive conduct, liability for intentional or deliberate acts, liability that is derivative or vicarious arising out of the conduct or fault of others for which the Released Entities may be legally responsible, whether statutory, regulatory, or under case law, whether North Carolina, state, or local, arising out

of, related to, or connected in any way with the Incident, but specifically excluding the Excluded Claims.

20. “Released Entities” shall mean any and all of the following: Winston Weaver Co. Inc., Nationwide Agribusiness Insurance Company, Great American E&S Insurance Company, Steadfast Insurance Company, and any and all of their shareholders, directors, officers, agents, servants, employees, managers, members, representatives, predecessors, successors, assigns, affiliated corporate entities (including parent, subsidiary and sister corporations), attorneys, insurers, reinsurers, and each of their administrators, heirs and assigns, and any other person, firm, corporation or entity not heretofore named as a defendant in this Class Action for whom Defendant may be liable or responsible with respect to the Incident or the subject matter of the Class Action.

21. “Releasing Parties” means the Settlement Class Representatives and all Settlement Class Members who are not Opt-Out Members.

22. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered or received against Winston Weaver as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Winston Weaver with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, arbitration, or other proceeding, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, arbitration, or other proceeding, or of any liability, negligence, fault, breach of duty, or wrongdoing of Winston Weaver; provided, however, that nothing in the foregoing, the Settlement, or this

Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other litigation, arbitration, or other proceeding, or as otherwise required by law.

23. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defense asserted by Winston Weaver has any merit.

24. The Settlement (including without limitation the releases therein) shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who is not an Opt-Out Member or any other person subject to the provisions of this Final Approval Order and Judgment.

25. The Court hereby dismisses all claims for the Residential Subclass against Winston Weaver in the Action, including in the Second Amended Complaint, on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

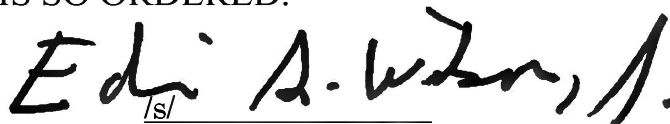
26. Consistent with Paragraph 4.4.4 of the Settlement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this

Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of Settlement Class Representatives' and Winston Weaver's obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect, and Settlement Class Representatives and Winston Weaver shall return to the status quo ante in the Action as if the Parties had not entered into the Settlement. In such an event, Settlement Class Representatives and Winston Weaver shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into (and without prejudice to any of Settlement Class Representatives' and Winston Weaver's respective positions on the issue of class certification or any other issue).

27. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain exclusive jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement or the implementation of this Final Approval Order and Judgment.

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IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read "Edwin G. Wilson, Jr.", with a small "s/" mark above the first part of the signature.

Edwin G. Wilson, Jr.
Special Superior Court Judge