

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.)

**PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF PARTIAL
SETTLEMENT AND AWARD OF
ATTORNEY FEES, COSTS, AND
EXPENSES, AND INCORPORATED
MEMORANDUM OF LAW IN
SUPPORT**

Plaintiffs, Vanda Thomas, Stacy Warton, Karen Prudencio, and Sherman Transou, who are all persons of full legal capacity and domiciled in the City of Winston-Salem, Forsyth County, North Carolina, on behalf of themselves and as Representatives of members of the Individual Class (the "Settlement Class"), by and through undersigned Class Counsel hereby move, pursuant to North Carolina General Statutes § 1A-1, Rule 23:

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

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

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

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

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

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

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

This the 22nd day of September 2025.



**LAW OFFICES OF JAMES SCOTT
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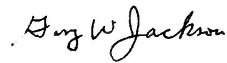
CERTIFICATE OF SERVICE

This is to certify that the forgoing document has been served upon the following by electronic mail transmitted to:

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This the 22nd day of September 2025.



Gary Jackson

EXHIBIT 1

PRELIMINARY PARTIAL SETTLEMENT AGREEMENT

PRELIMINARY PARTIAL SETTLEMENT AGREEMENT

1. PREAMBLE

Vanda Thomas, Stacy Warton, Karen Prudencio, and Sherman Transou, who are all persons of full legal capacity and domiciled in the City of Winston-Salem, Forsyth County, North Carolina (“Plaintiffs”), on behalf of themselves and as Representatives of members of the Individual Class (as defined in Section 3.28 below), by and through undersigned Class Counsel (as defined in Section 3.10 below), and Winston Weaver Co., Inc., (“Defendant”), and its Insurers (as defined in Section 3.17 below), hereby enter into this Preliminary Partial Settlement Agreement (the “Agreement”), as of the date hereof, providing for settlement with the Individual Class pursuant to the terms and conditions set forth herein below, subject to the approval of the Court. (Plaintiffs and Defendant are hereinafter collectively referred to as the “Parties,” and each a “Party.”) This Agreement resolves all claims, except personal injury, held by individual class members only. Business Damages (as defined in Section 3.3 below) are expressly excluded from this resolution.

2. RECITALS

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

WHEREAS, Plaintiffs have alleged that the Incident was caused by the negligence, gross negligence, negligence per se, private nuisance, and/or public nuisance of Defendant;

WHEREAS, the Winston-Salem Fire Chief recommended an evacuation from a one-mile radius around the site of the Defendant’s facility in Winston-Salem, North Carolina, (the

“Recommended Evacuation Zone” as more particularly defined below);

WHEREAS, Plaintiffs and Class Counsel have estimated the population of the Recommended Evacuation Zone at the time of the Incident to be approximately 2,500 Households, totaling approximately 6,500 people;

WHEREAS, numerous people and entities claim to have evacuated the area and/or to have suffered loss of use and enjoyment of their real property, lost wages, mental anguish, annoyance and inconvenience, as well as other forms of damages as a result of the Incident;

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

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

WHEREAS, by its signed order, 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.

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

Vanda Thomas
Stacy Wharton
Karen Prudencio
Arcola Lewis D/B/A Premier One Salon
Sherman Transou

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

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

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

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

WHEREAS, the Parties filed a joint motion to amend the 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.

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

WHEREAS, Defendant has denied and continues to deny any liability to Plaintiffs or other members of the Class, and have denied any wrongdoing or liability of any kind, and have

asserted numerous defenses to the Plaintiffs' claims;

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

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

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

WHEREAS, Class Counsel and Defendant have engaged in extensive, arms-length negotiations regarding the issues presented in this Litigation and the possible terms of a settlement;

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

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

Incident, except claims for personal injuries and Business Damages;

WHEREAS, all members of the Individual Class will have the right to exclude themselves from the Class pursuant to “Opt Out” procedures approved by the Court and the applicable law and as provided in this Agreement and the Notice;

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

3. DEFINITIONS

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

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

3.2 “Business” shall mean any lawful, organized activity or enterprise, such as a

corporation, limited liability company, partnership, or sole proprietorship, that engages in commercial, industrial, or professional activities to provide goods or services, either for profit or to further a non-profit mission. “Business” does not include unlawful, recreational, or hobbyist activities, or temporarily peddling goods or services in a residential area.

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

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

- 3.8 “Claim Reviewer” and “Claim Reviewers” shall mean the Settlement Administrator’s employee(s) or agent(s) who (i) process, review and evaluate the claims submitted by Claimants for settlement under the Agreement and the Proof of Claims Processing Protocol, (ii) determine the relief to be provided in response to such claims under the Agreement and that Protocol, and (iii) arrange for the relief to be paid to qualifying Claimants and otherwise fulfill the responsibilities of a “Claim Reviewer” as described in the Proof of Claims Processing Protocol.
- 3.9 “Class Action” and “Litigation” shall mean the civil actions currently docketed as 22-CVS-929 and 22-CVS-683 in Forsyth County Superior Court, entitled *Vanda Thomas, et al. v. Winston Weaver Co., Inc.*, and all consolidated cases subsumed within and prosecuted under a Master Complaint filed by Class Counsel on August 18, 2023.
- 3.10 “Class Counsel” refers to the lawyers comprising the Plaintiffs’ Management Committee designated by the Court as lead class counsel for the proposed Class Members, as set forth in the Recital section above, together with Thomas Wilmoth, James Harrell, Brian Kinsley, Karonnie Truzy, Peter Burke, and Roberto Helguera.
- 3.11 “Class Members” shall mean all natural persons (or, in the case of minority, death or incapacity, their successors, legal guardians or representatives) in the Individual Class who do not Opt Out or who are not Excluded Class Participants (as defined

below) in accordance the procedures set forth in the Notice and this Agreement.

- 3.12 “Common Settlement Fund” or “Gross Settlement Fund” shall mean the sum of eight million dollars (\$8,000,000.00) deposited by Defendant’s Insurers into a Common Settlement Fund with the Escrow Agent, together with all accrued interest and earnings.
- 3.13 “Common Settlement Fund Distribution Protocol” shall mean the method by which the Settlement Administrator is to distribute monies from the Common Settlement Fund, including the payment of Class Members pursuant to the Proof of Claims Processing Protocol, the payment of Settlement Costs and Litigation Expenses, the payment of attorneys’ fees, the payment of Class Representative Participation Awards, and payment of any Reversion to Defendant’s Insurers.
- 3.14 “Court” shall mean the Superior Court of Forsyth County, including the Honorable Edwin G. Wilson, Jr., presiding.
- 3.15 “Effective Date” shall mean the day following the date on which the Final Order and Judgment becomes final and non-appealable, or such date as the Parties otherwise agree.
- 3.16 “Escrow Agent” or “Bank” shall mean Esquire Bank, 100 Jericho Quadrangle, Jericho, NY 11753, a national banking institution in which the Common Settlement Fund is to be deposited pursuant to the Escrow Agreement.
- 3.17 “Defendant’s Insurers” shall mean Nationwide Agribusiness Insurance Company, Great American E&S Insurance Company, Steadfast Insurance Company, Axa XL, Sompo International, and Berkley Custom Insurance Managers.
- 3.18 “Escrow Agreement” shall mean the document executed by Class Counsel, Defendant, and Bank, dated and effective on the Funding Date.
- 3.19 “Excluded Claims” shall mean (1) any claim for personal injury arising out of the

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

- 3.20 “Excluded Class Participants” shall mean those persons who would otherwise be Class Members, but who or which are: (i) Defendant, Released Entities, or any of their employees, agents, Insurers, contractors, and subcontractors, including employees of Defendant’s agents, contractors or subcontractors, (ii) the Court and Court personnel and their immediate families, (iii) the attorneys who have made appearances for any of the Parties; and (iv) Opt Outs (as defined below).
- 3.21 “Fairness Hearing” shall mean the hearing to be conducted by the Court, upon due process compliant Notice to the Class, to determine the fairness, adequacy and reasonableness of the proposed settlement to the Class.
- 3.22 “Final Order and Judgment” shall mean the entry by the Court of a Final Order and Judgment: (i) finding the Agreement is fair, adequate and reasonable; (ii) finding that the Notice to the Class of the Agreement is fair, adequate and reasonable; (iii) resolving any and all objections to the fairness and reasonableness of the Agreement, if any; and (iv) dismissing the Released Claims with prejudice against the Released Entities with each Party to bear its own costs, except as otherwise provided herein.
- 3.23 “Funding Date” is the date on which Defendant’s Insurers are to make deposits of the monies to fund the Common Settlement Fund in accordance with the terms of the Escrow Agreement and this Agreement. The Funding Date shall be October 23, 2025, whereupon a deposit of eight million dollars (\$8,000,000.00) shall be made to the Escrow Agent. The interest that accumulates on the Common Settlement Fund after the Funding Date shall become part of the Common Settlement Fund.

- 3.24 “Guardian ad Litem” shall mean an individual, as agreed upon by the Parties to be approved by the Court to examine the settlement and make a recommendation to the Court regarding its fairness to minors and incompetents.
- 3.25 “Incident” shall mean the January 31, 2022, fire at Defendant’s facility in Winston-Salem, North Carolina, and the subsequent evacuation of the area surrounding the facility (Recommended Evacuation Zone).
- 3.26 “Individual Class” shall mean all natural persons, falling into the below category but excluding those persons defined in Section 3.20 (Excluded Class Participants) above:
- All natural persons that resided, lived, or worked 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 and individuals claiming Business Damages.**
- 3.27 “Litigation Expenses” shall refer to those costs and expenses incurred by Class Counsel in the prosecution of the Litigation.
- 3.28 “Mailing Matrix” shall mean a list of Residential Dwellings in the Recommended Evacuation Zone (and the person identified with that Residential Dwelling as of January 31, 2022), which will be generated by the Settlement Administrator from reliable data, and agreed upon by the Parties, for the purpose of mailing Notice pursuant to this Agreement and any applicable Court Order.
- 3.29 “Net Common Fund” shall mean the Common Settlement Fund available for distribution to eligible individual class members after deduction of Court-approved attorneys’ fees, administrative fees, and costs from the Gross Settlement Fund.
- 3.30 “Notice”, “Class Notice” and “Notice to the Class” shall mean a notice of (i) procedures for opting out; (ii) a summary of the Agreement, including its terms and conditions; (iii)

the details regarding the Fairness Hearing scheduled by the Court; and (iv) the procedures to be employed by those Members of the Class, if any, who wish to Opt Out or object to the settlement and to be heard on their objection.

- 3.31 “Opt Out” shall mean the process for all natural persons (or, in the case of minority, death or incapacity, their successors, assigns or legal guardians or representatives) to exercise their right to exclude themselves from the Class in accordance with the procedures set forth in the Notice.
- 3.32 “Opt Outs” shall mean those natural persons (or, in the case of minority, death or incapacity, their successors, assigns or legal guardians or representatives) included in the Class who have timely and properly exercised their right to Opt Out of the Class in accordance with the procedures set forth in this Agreement and pursuant to orders of the Court, and who therefore are not Class Members.
- 3.33 “Payment of Approved Claims” shall refer to payments made by or at the direction of the Settlement Administrator to compensate those person or entities with Approved Claims.
- 3.34 “Plaintiffs” shall have the meaning provided in the Preamble of this Agreement.
- 3.35 “Preliminary Settlement Agreement” and “Agreement” shall mean this agreement and all attachments and exhibits referenced in this agreement, and any subsequent amendments or modifications to this agreement that have been agreed to by all Parties and approved by the Court.
- 3.36 “Prior Payment” shall refer to any claim by a Class Member for a Released Claim prior to the execution of this Agreement, which claim was paid by or on behalf of Defendant prior to the Final Order and Judgment.

- 3.37 “Private Counsel” shall mean any licensed attorney at law, other than Class Counsel, who was retained by a Class Member, by written contract dated before February 3, 2025, (the date the Court appointed lead class counsel to represent the class), to represent the Class Member in any claim against the Released Entities arising out of the Incident, except for Excluded Claims.
- 3.38 “Proof of Claim”, “Proof of Claim Form” and “POC” shall mean the documents, substantially in the form of the Household Proof of Claim Form which is submitted to the Settlement Administrator by Class Members for payment of their Claims pursuant to this Agreement.
- 3.39 “Proof of Claims Processing Protocol” shall mean the protocol for the submission of Proofs of Claim to the Settlement Administrator, the criteria for approval of Proofs of Claim, and the processing and where appropriate, payment of Proofs of Claim by the Settlement Administrator.
- 3.40 “Recommended Evacuation Zone” shall mean the one mile-radius around the site of the Winston Weaver Facility at 4440 North Cherry Street that was subject to the recommended evacuation during the Incident.
- 3.41 “Related Action(s)” shall mean any lawsuit seeking Incident-related compensatory and/or punitive damages that has been or may be filed by members of the Class.
- 3.42 “Released Claims” shall mean 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 (as defined above).

- 3.43 “Released Entities” or “Released Entity” shall mean any and all of the following: Winston Weaver Co. Inc., Nationwide Agribusiness Insurance Company, Great American E&S Insurance Company, Steadfast Insurance Company, and any and all of their shareholders, directors, officers, agents, servants, employees, managers, members, representatives, predecessors, successors, assigns, affiliated corporate entities (including parent, subsidiary and sister corporations), attorneys, insurers, reinsurers, and each of their administrators, heirs and assigns, and any other person, firm, corporation or entity not heretofore named as a defendant in this Class Action for whom Defendant may be liable or responsible with respect to the Incident or the subject matter of the Class Action.
- 3.44 “Residential Dwelling” shall mean a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied as separate living quarters. Separate living

quarters are those in which the occupants live, sleep and eat separately from any other persons in the building and which have direct access from the outside of the building or through a common hall. It is understood that members of the same family living in the same building, shall be considered as residing in the same “Residential Dwelling.”

3.45 “Reversion” shall mean any part of the Common Settlement Fund remaining, if any, which shall revert to Defendant’s Insurers after payment of all valid and Approved Claims, reasonable Settlement Costs and litigation expenses, and attorneys’ fees, as approved by the Court.

3.46 “Settlement Administrator” shall mean Epiq Class Action & Claims Solutions, Inc., agreed upon by the parties and to be appointed by the Court to perform various administrative functions pursuant to this Agreement and orders of the Court including to provide Notice to the Class, process, handle and review Proofs of Claim in accordance with the Proof of Claims Processing Protocol, pay Approved Claims and other fees and expenses pursuant to this Agreement, prepare and submit reports in accordance with established procedures and protocols and to perform all other duties identified by this Agreement and orders of the Court.

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

disbursements, and Reversions, and the cost of accounting for all receipts, payments, disbursements, and Reversions.

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

4. SETTLEMENT

4.1 Common Settlement Fund

By the Funding Date, Defendant’s Insurers shall deposit the sum of eight million dollars (\$8,000,000.00) into the Common Settlement Fund, to be allocated and paid in accordance with the Common Settlement Fund Distribution Protocol, the Proof of Claims Processing Protocol, the terms and conditions of this Agreement, the Escrow Agreement, and any applicable orders from the Court.

4.2 Settlement Costs

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

4.3 Common Settlement Fund Distribution Protocol

After deduction of Court-approved attorneys’ fees, administrative fees, and costs from the Gross Settlement Fund, the remaining amount shall constitute the fund available for distribution to eligible individual Class Members. The Net Common Fund shall be divided by the estimated number of individual Class Members or 6,500 to determine the pro capita share for each eligible claimant. All unclaimed or undistributed funds shall revert to Defendant’s Insurers after all Approved Claims have been paid from the Net Common Fund.

4.4 Escrow Agreement and Escrow Agent

4.4.1 The Common Settlement Fund, from the date funds are first received by the Escrow Agent, shall be maintained by the Escrow Agent as a “Qualified Settlement Fund” within the meaning of and as defined in Section 468B of the U. S. Internal Revenue Code and in the IRS regulations promulgated thereunder, and shall be deposited in an interest-bearing account as required by the Escrow Agreement. In strict compliance with and subject to the terms, conditions and provisions of this Agreement and the aforesaid Escrow Agreement, the Common Settlement Fund shall, after the Effective Date (except as provided in Section 4.2 above) be used to: (a) compensate those Class Members who timely and satisfactorily submit Proof of Claim Forms proving their entitlement to a monetary payment from the Common Settlement Fund, as required by the Proof of Claims Processing Protocol and, as approved by the Court, (b) pay Class Representatives the Class Representative Participation Awards as approved by the Court, (c) pay all Settlement Costs and Litigation Expenses as provided in the Settlement Fund Distribution Protocol, (d) pay attorneys’ fees to Class Counsel in the amount of one-third (1/3) the Gross Settlement Fund, and (e) pay all remaining Reversions to Defendant’s Insurers.

4.4.2 No sums may be transferred out of or withdrawn from the Common Settlement Fund without Court approval. After the Effective Date, the funds on deposit in the Common Settlement Fund and the income earned thereon shall vest in, become the property of, and inure to the benefit of the Class, except to the extent of Defendant’s Insurers’ interest in the Common Settlement Fund as it regards any Reversion to which Defendant’s Insurers are entitled, to be managed in accordance with (a) the provisions

of this Agreement, (b) the aforesaid Escrow Agreement, and (c) upon such further Orders as the Court may enter.

4.4.3 Except as provided in Section 4.2 above, no disbursement may be made from the Common Settlement Fund without the express prior approval of the Court, until after the Effective Date or unless expressly agreed in writing by all Counsel. As provided in the Escrow Agreement, all Bank charges and account expenses of the Common Settlement Fund are chargeable to and payable out of the Common Settlement Fund; Defendant and its Insurers shall have no liability for the payment of any Common Settlement Fund expenses or for the payment of any taxes on the interest income accrued.

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

5. PRELIMINARY APPROVAL BY THE COURT

5.1 Subject to the provisions below, Plaintiffs, Class Counsel, and Defendant, through its

counsel, shall cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this Agreement and to implement the settlement on the terms and conditions provided herein.

5.2 Promptly after execution hereof, the Parties shall jointly move the Court for entry of an order granting preliminary approval of the Parties' settlement agreement. In their joint motion, the Parties shall request the Court to:

1. Establish procedures for Opting Out of the Class;
2. Preliminarily approve the settlement delineated in this Agreement;
3. Appoint a Settlement Administrator and Guardian ad Litem, mutually agreed to by all Parties, to perform the functions described in this Agreement;
4. Approve a due process compliant Notice to be disseminated to the Class Members, informing them of (a) their rights and obligations in order to Opt Out, (b) a summary of the terms and conditions of the Agreement, (c) the date and time set by the Court for the Fairness Hearing, and (d) the procedures the Class Members must follow to Opt Out or to register any objection they might have to the Agreement and to preserve their right to be heard on their objection; and
5. Order the Settlement Administrator to mail and publish the approved Notice to the Class as set forth below and submit at or in advance of the Fairness Hearing a report certifying promulgation in compliance therewith.

5.3 Entry of Approval

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

5.4 Non-Approval

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

6. NOTICE AND FAIRNESS HEARING

6.1 Form and Publication of Notice

6.1.1 Concurrently with the filing of the Joint Motion for Preliminary Approval of Settlement, the Parties shall also submit for the Court's approval a form of Notice and immediately thereafter, upon order of the Court, but not later than October 1, 2025, the Settlement Administrator shall disseminate the Notice to the Class as set forth herein.

6.1.2 The Notice shall be sent by U.S. mail, first class postage prepaid, together with the applicable Proof of Claim Form and an addressed return envelope, and, if possible, emailed, to all potential Class Members identified through the City of Winston-Salem Geographic Information Systems as being located within the geographical boundaries of the Recommended Evacuation Zone, identified by the Administrator through reasonable investigation, or who may otherwise be identified with reasonable effort.

6.1.3 The Notice shall also be published one time in English in the Winston-Salem Journal and Winston-Salem Chronicle within one week after the mailing.

6.1.4 Courtesy copies of the Notice shall also be mailed to any Private Counsel known to Class Counsel or Defendant's counsel and made known to the Settlement Administrator by the filing of an appearance in the Litigation, or by written communication received before the deadline for Opting Out. Failure to mail a courtesy

copy of the Notice to such Private Counsel will in no way render the notice to the Class or to any specific Class Member inadequate or unreasonable.

6.1.5 The terms and conditions of the Agreement shall be explained in language that is readily understandable, and the persons in the Class shall be told of their rights to be heard regarding the terms of the Agreement at a Fairness Hearing, the time and date and place to be set forth in the Notice.

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

6.1.7 The Parties agree that the Notice shall include a deadline of November 1, 2025, by which date completed Proof of Claim Forms must be postmarked and mailed to the Settlement Administrator at the address listed in the Notice. The Parties agree that the form and publication of the Notice as detailed in this Section constitutes fair and adequate notice to the Class.

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

6.2 Opt Out and Objection to Settlement

6.2.1 The Notice shall provide instructions to persons who wish to Opt Out of the Class regarding the procedures that must be followed to timely Opt Out of the Class. The Parties agree that in order to Opt Out of the Settlement Class, a Class Member must

do so in writing, including the caption of this Class Action, the Class Member's current mailing address and telephone number, his or her date of birth, and the last four digits of his or her social security number (or in the case of a legal entity the tax identification number) stating affirmatively that the Class Member is Opting Out of the Settlement Class, and stating whether or not the Class Member intends to bring a separate claim against Defendant. The Parties agree that, if an Opt Out is received without an affirmative statement that the Class Member intends to bring a separate claim against Defendant, there is a presumption that the Opt Out will not bring such a claim. The Opt Out notice must be dated, signed, and sent by U.S. Mail, first class postage prepaid, to the Settlement Administrator, Epiq Class Action & Claims Solutions, Inc., 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 the addresses shown below. Failure to timely Opt Out in the manner set forth above means that such person will be a member of the Settlement Class and will be forever bound by the Final Order and Judgment and release of all Released Claims against the Released Entities.

- 6.2.2 The Notice shall state that any person that wishes to appear to oppose the reasonableness and fairness of the Agreement at the Fairness Hearing must file an objection in writing, bearing the caption of this Class Action, must include the objecting person's current mailing address and telephone number, must be signed by the objecting Class Member or his/her Private Counsel, providing the objector's date of birth and the last four digits of his or her social security number, must state the nature of and the reasons for the objection, attaching all evidence and documents the

objecting person intends to offer and identifying by name and address all witnesses the objecting party intends to call in support of the objection, summarizing the testimony each witness will give, which written objections must be filed. All objections must be filed with the Superior Court of Forsyth County and served on counsel for all Parties and the Settlement Administrator and postmarked, within 30 days following publication of the Notice.

6.3 Failure to Object or Opt Out

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

7. **RELEASE AND ASSIGNMENT**

7.1 Release and Covenant Not to Sue

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

Each Individual Class Member releases and forever discharges and holds harmless the Released Entities of and from any and all Released Claims that the Class Member has or may hereafter have. Each Class Member further covenants and agrees not to commence,

file, initiate, institute, prosecute, maintain, or consent to any action or proceedings against the Released Entities based on the Released Claims.

7.2 Judgment Reduction

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

Each Class Representative agrees, on behalf of each Class Member, to reduce the amount of any total judgment in favor of any Class Member against any party other than the Released Entities to which he, she or it may be entitled in any action by the amount, if any, of such total judgment for which the fact finder determines that one or more of the Released Entities is liable and which the other party would be entitled to recover from one or more of the Released Entities by way of contribution, indemnification, or otherwise, but for this release or any other term of this Agreement. Each Class Representative, on behalf of each Class

Member, also consents to determination of any claim of contribution or indemnity against the Released Entities in the same action or proceeding in which a Class Member asserts claims against any party other than the Released Entities without the necessity of joinder of the Released Entities.

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

- A. Immediately notify Class Counsel and Private Counsel, if any, of the assertion of the claims. Such notice shall be given as soon as reasonably possible after service of said contribution or indemnity claim on the first Released Entities to receive service, or on counsel for any Released Entities, if received before then.
- B. Expressly authorize and acknowledge the right of the Class Representatives, on behalf of the Class, to intervene in their own names or in the name of the Released Entities in any proceeding asserting a contribution, indemnity, or other claim against a Released Entity as described above in order to plead any matter in defense of such claim or in avoidance of any determination of liability which would cause a reduction to any Class Member's judgment as provided in the Agreement.
- C. Class Representatives and the Released Entities agree to cooperate fully and as necessary with one another, in the event any proceeding asserting a contribution,

indemnity or other claim is commenced against a Released Entity.

- D. If a Released Entity chooses to participate in third-party litigation notwithstanding the provisions of this paragraph, the Parties agree that neither the Class Representatives, nor the Class Members will be responsible for paying the Released Entity's attorneys' fees or costs incurred thereby.

7.3 Taxes

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

8. **NO ADMISSION OF LIABILITY**

- 8.1 Neither this Agreement nor any exhibit, document, or instrument delivered pursuant to this Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement, is intended to or may be construed as or deemed to be evidence of (a) an admission or concession by Defendant or any Released Entity of any liability, fault or wrongdoing, or of the truth of any allegations in the Litigation, or (b) an admission or concession by any Class Member of any lack of merit in the allegations made in the Litigation.
- 8.2 Pursuant to this Agreement, North Carolina Rule of Evidence 408 and any other applicable law, rule or regulation, the fact of entering into or carrying out this Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability, fault or wrongdoing by or an estoppel against any of the Parties, a waiver of

any applicable statute of limitation or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Agreement or the provisions of any related agreement, release, or exhibit hereto.

9. REPRESENTATIONS AND WARRANTIES

9.1 Authority of Class Counsel

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

9.2 Consent of Class Representatives

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

1. Class Counsel have fully explained the terms, conditions and effects of this Agreement to the Class Representatives, so that the Class Representatives are fully informed of: (a) the nature of the settlement reflected by this Agreement; (b) the general processes by which, subject to approval by the Court, the claims asserted by the Class Members are hereafter to be assessed, quantified, approved and, ultimately, distributed; (c) the fact that all Released Claims against the Released Entities are to be forever released and discharged; and (d) the obligations undertaken by the Class pursuant to this Agreement;
2. Prior to the hearing for Preliminary Approval, Class Counsel will have obtained the informed consent of the Class Representatives to the Agreement including all

of the terms, conditions and obligations hereof; and

3. Class Counsel have not made and will not ever make any undisclosed payment or promise to any Class Representative for the direct or indirect purpose of obtaining his or her consent to the settlement memorialized by this Agreement.

9.3 Authority of Defendant and its Insurers

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

9.4 Necessary Steps

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

9.5 Liens, Assignments, Subrogation, etc.

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

Class Counsel agree to notify the Settlement Administrator promptly of any liens, encumbrances, or litigation, of which they receive notice in the future which affect the above representations and warranties on behalf of the Class Members.

10. FINAL ORDER AND JUDGMENT, DISMISSAL WITH PREJUDICE

- 10.1 Plaintiffs agree to seek Court dismissal with prejudice of all Released Claims by the Individual Class and each of its Members against all Released Entities in this Litigation when the Final Order and Judgment is entered, with each Party to bear its own costs, except as otherwise provided herein. Upon the Effective Date, each Individual Class Member who has not Opted Out shall be barred from initiating, asserting, maintaining, or prosecuting any of the Released Claims against any of the Released Entities.
- 10.2 The Parties agree that upon the Effective Date, this Agreement will fully and completely settle the Released Claims as against the Released Entities by Class Members. The Parties agree that upon the Effective Date, the Released Entities will be finally released from any and all Released Claims by all Class Members. Further, the Parties agree that each and every Class Member, and all other persons and entities claiming by, through, or on behalf of, a Class Member, will be forever barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action against the Released Entities with respect to the Released Claims.
- 10.3 The Court shall retain jurisdiction over (1) this Case, the Agreement, the Final Order and Judgment, the Class Members, the Plaintiffs, Defendant and its Insurers, for the purpose of administering, supervising, construing and enforcing the Agreement and the Final Order and Judgment, and supervising the management and disbursement of the settlement and disputes that arise under the Agreement; and (2) the surviving litigation

to resolve Business Damages.

11. EXCLUSIVE REMEDY

11.1 Exclusive Remedy; Settled Claims

This Agreement shall be the exclusive remedy for any and all Released Claims of Class Members against Defendant and all Released Entities. No Released Entity shall be subject to liability or expense of any kind to any Class Member for any Released Claims beyond that which is provided for in this Agreement. After the Court enters the Final Order and Judgment approving this Agreement, each Class Member shall be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action or other proceeding, whether by intervention, joinder or as a Class Member, for any Released Claims against any Released Entities in any court of law or equity, arbitration, administrative or other forum. After the Final Order and Judgment is entered by the Court, if any Class Member has commenced, filed, initiated, instituted, or consented to, or is prosecuting or maintaining any action or other proceeding for any Released Claims against any Released Entities in another court of law or equity, arbitration tribunal or administrative or other forum, that action or other proceeding of such Released Claims against any Released Entities shall be dismissed with prejudice and at such Class Member's cost. In the event that a Class Member institutes any action in any court, arbitration tribunal or administrative or other forum against the one or more Released Entities subsequent to the Final Order and Judgment for a Released Claim, not only shall such action be dismissed with prejudice, but such Class Member shall pay all costs including attorneys' fees incurred by the Released Entities in defending such proceeding.

11.2 Business Damages

If an individual elects to submit a claim as a Class Member pursuant to this Agreement, he/she shall be precluded from submitting any claims for Business Damages.

12. ROLE OF SETTLEMENT ADMINISTRATOR

12.1 Settlement Administrator

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

12.2 Assistance of Class Counsel

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

13. MINORS AND INCOMPETENTS

The Parties agree to jointly move the Court to appoint a qualified Guardian ad Litem at a future date to represent the Class Members who are minors or who lack capacity. The Guardian ad Litem will, at the direction of the Court, make an independent

investigation, on behalf of Class Members who are minors or who lack capacity, into the terms and provisions of this Agreement. Based on her/his independent investigation, the Guardian ad Litem will make a recommendation to the Court at the Fairness Hearing as to the fairness of this Agreement with respect to Class Members who are minors or who lack capacity prior to the entry of the Final Order and Judgment.

14. CLASS COUNSEL'S FEES AND EXPENSES

14.1 Class Counsel Fees and Expenses

The Parties agree that Class Counsel will make an application to the Court for attorneys' fees in the amount of one-third (1/3) of the gross amount deposited into the Common Settlement Fund (\$2,666,666.67) which is a fund established for the common benefit of the Class as a whole on behalf of themselves and any firms which provided substantial work on the case and were authorized to do so by Class Counsel. In addition, the Parties agree that Class Counsel and any other law firms who have provided substantial work on this case and were authorized to do so by Class Counsel will make an application to the Court for reimbursement of all Litigation Expenses incurred by them in the prosecution of the Litigation to be paid pursuant to the Common Settlement Fund Distribution Protocol.

14.2 Private Counsel

Class Counsel agree that if any Private Counsel assert a claim for attorneys' fees relating to the representation of one or more Class Members, then Class Counsel shall attempt to negotiate a reasonable fee split with Private Counsel, based upon the pro rata share of the settlement amount that will be received by all of the clients represented by Private Counsel, the amount of fees agreed upon between Private Counsel and the Class

Members, and the amount of work performed by Private Counsel in relation to the work of Class Counsel. In default of reaching agreement, Class Counsel will submit the matter to the Court for resolution. In any event, any payments which may be due to Private Counsel, if any, will be made by Class Counsel out of the amount of fees awarded, as set forth in paragraph 14.1 above.

14.3 Limitations

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

15. RIGHTS OF WITHDRAWAL

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

16. OTHER OBLIGATIONS OF THE PARTIES

16.1 Good Faith

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

16.2 Entire Agreement

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

16.3 Amendment

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

16.4 Notices

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

If to Plaintiffs:

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

CR LEGAL TEAM, LLP
Karonnie R. Truzy (NC Bar No. 28228)
James R. Harrell (NC Bar No. 47787)
Brian L. Kinsley (NC Bar No. 38683)
2400 Freeman Mill Road, Suite 200
Greensboro, North Carolina 27406
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LAW OFFICES OF JAMES SCOTT FARRIN
Thomas M. Wilmoth (NC Bar No. 41684)
Gary Jackson (NC Bar No. 13976)
555 S Mangum Street, Suite 800
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If to Defendant:

WOMBLE BOND DICKINSON (US) LLP
Rachel E. Keen

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

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

16.5 Construction

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

16.6 Severability

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

16.7 Governing Law

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

16.8 Survival

All representations, warranties, and covenants set forth in this Agreement shall be deemed continuing and shall survive the date of this Agreement, or termination or expiration of this Agreement.

16.9 Further Assurances

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

purpose of this Agreement.

16.10 Counterparts

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

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

Dated this the 5th day of September, 2025.

For the Plaintiffs and the Class:



For Defendant:



Rachel E. Keen