

If you are a natural person 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 personal injury and business damages, 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.

- An \$8 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. 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 Settlement Class includes: 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.
- If you are a member of the Settlement Class, you may submit a timely and valid Claim Form to receive a pro rata (a legal term meaning equal share) cash payment.
- Recently, notice was provided because the Court established or “certified” the lawsuit as a class action. The Parties have not settled the legal claims for businesses or charitable organizations. This Settlement does not include businesses or charitable organizations.

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

Your Legal Rights and Options		Deadline
Submit a Claim Form	The only way to get a cash payment is to submit a timely and valid Claim Form.	Submitted or Postmarked by: January 30, 2026
Exclude Yourself	Get no cash payment. 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: December 1, 2025
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: December 1, 2025
Do Nothing	Get no cash payment. 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, costs, and Class Representative Participation Awards. No cash payments will be provided unless the Court approves the Settlement.

Questions? Go to www.WinstonWeaverClassAction.com or call 1-877-960-3108

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 individuals 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 (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 Vanda Thomas, Stacy Wharton, Karen Prudencio, Arcola Lewis d/b/a Premier One Salon, and Sherman Transou.

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 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 the use and enjoyment of their real property; lost wages and lost profits as a result of being delayed and/or prevented from entering their homes, schools, factories, and stores; evacuation expenses, mental anguish and inconvenience; as well as other incidental and consequential damages arising from the incident. The lawsuit includes legal claims for 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 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, Defendant, and their lawyers believe the Settlement is best for the Settlement 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 because the Court established or “certified” the lawsuit as a class action. The Certified Class is defined 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.

The Parties have not settled the legal claims for businesses or charitable organizations. This Settlement does not include businesses or charitable organizations. You may be a member of the Settlement Class as an individual with separate rights and you may also be included in the Certified Class with rights as a business or charitable organization. If you are both a Settlement Class Member as an individual and a Certified 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.

WHO IS IN THE SETTLEMENT CLASS

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

The Settlement Class includes: 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.

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

Yes. Excluded from the Settlement Class 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.

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

If you are still not sure whether you are included in the Settlement Class, you can get free help at www.WinstonWeaverClassAction.com, by calling 1-877-960-3108, 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 Settlement Class, you may submit a timely and valid Claim Form to receive a pro rata (a legal term meaning equal share) cash payment. The net Settlement Fund will be divided by the estimated number of individual Settlement Class Members (6,500 individuals) to determine the pro rata share. All unclaimed or undistributed funds will revert to Defendant's Insurers after all Valid Claims have been paid.

For purposes of calculating the cash payment, 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.

11. What am I giving up to receive a cash payment or stay in the Settlement Class?

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

12. What are the Released Claims?

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

HOW TO GET BENEFITS FROM THE SETTLEMENT

13. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive a cash payment as described above. Your Claim Form must be submitted online at www.WinstonWeaverClassAction.com by **January 30, 2026**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by January 30, 2026**. Claim Forms are also available at www.WinstonWeaverClassAction.com or by calling 1-877-960-3108 or by writing to:

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

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:

Questions? Go to www.WinstonWeaverClassAction.com or call 1-877-960-3108

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

15. When will I receive my cash payment?

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

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

YOUR RIGHTS AND OPTIONS

You must decide whether to stay in the Settlement 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 Settlement Class and you will not get a cash payment. You must file a timely and valid Claim Form to receive a cash payment. 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 Settlement Class. If you exclude or remove yourself from the Settlement Class—sometimes called “opting-out” of the class—you will not get a cash payment. 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) Your name, current mailing address, telephone number;
- 2) Your personal physical signature, date; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in *Thomas et al. v. Winston Weaver Co., Inc.*, Case Nos. 22 CVS 929 and 22 CVS 683”; and a statement as to whether you will bring a separate legal claim against Defendant.

Questions? Go to www.WinstonWeaverClassAction.com or call 1-877-960-3108

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked by December 1, 2025**:

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

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 a cash payment, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get a cash payment 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. **Your decision to remain in the Settlement Class or to exclude yourself will affect your rights or your ability to participate in any future settlements for businesses or charitable organizations.**

OBJECTING TO THE SETTLEMENT

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

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

To object, you must file your timely written objection with the Court as provided below by **December 1, 2025**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **December 1, 2025**, stating you object to the 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 Settlement 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 name, current mailing address, telephone number;
- 3) Your date of birth;
- 4) The last four digits of your Social Security number (or Tax Identification Number);
- 5) The nature of and the reasons for your objection;
- 6) All evidence and documents you as the objector intend to offer;
- 7) The name and address of all witnesses you as the objector intent to call in support of your objection and a summary of the testimony each witness will give; and
- 8) Your signature as the objector and your lawyer's signature (if any).

Questions? Go to www.WinstonWeaverClassAction.com or call 1-877-960-3108

To object, you must file your timely written objection with the Court by **December 1, 2025**, and send it by U.S. mail to Class Counsel, Defendant's Counsel, and the **December 1, 2025**, at the following addresses:

COURT	CLASS COUNSEL
<p>Clerk Superior Court Forsyth County Courthouse 175 N Chestnut St. Winston-Salem NC 27101</p>	<p>Derek H. Potts The Potts Law Firm 3737 Buffalo Speedway Suite 1900 Houston, TX 77098 Gary Jackson Law Offices of James Scott Farrin 555 S. Mangum St. Suite 800 Durham, NC 27701</p>
DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
<p>Rachel E. Keen Mason E. Freeman Womble Bond Dickinson (US) LLP One West Fourth St. Winston-Salem, NC 27101</p>	<p><i>Thomas et al. v. Winston Weaver Co., Inc.</i> Settlement Administrator PO Box 6697 Portland, OR 97228-6697</p>

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 Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement 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 of the Law Offices of James Scott Farrin, and Derek Potts of Potts Law Firm as Class Counsel to represent you and the Settlement 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 1/3 of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also ask the Court to approve the Class Representative Participation Awards for the Class Representatives for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Class Representative Participation Awards 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 expenses, and Class Representative Participation Awards. 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 **December 8, 2025, at 10:00 a.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, Class Counsel's attorneys' fees, costs, and expenses, and Class Representative Participation Awards.

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 Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.WinstonWeaverClassAction.com to confirm the date and time of the Fairness Hearing have not changed.

27. Do I have to attend the Fairness Hearing?

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

28. May I speak at the Fairness Hearing?

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

GETTING MORE INFORMATION

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

This Notice contains a summary of the lawsuit, Settlement, and the proceedings. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.WinstonWeaverClassAction.com. You may get additional

information at www.WinstonWeaverClassAction.com, by calling toll-free 1-877-960-3108, 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.