

STATE OF NORTH CAROLINA

File No.

22-CVS-929 and 22-CVS-683

Forsyth County

In The General Court Of Justice
☐ District ☒ Superior Court Division

Name And Address Of Plaintiff 1

Vanda Thomas

Name And Address Of Plaintiff 2

Stacy Wharton, et al.

**GENERAL
CIVIL ACTION COVER SHEET**☐ INITIAL FILING ☒ SUBSEQUENT FILING

Rule 5(b) of the General Rules of Practice for the Superior and District Courts

VERSUS

Name And Address Of Defendant 1

Winston Weaver Co., Inc.

Name And Address Of Attorney Or Party, If Not Represented
(complete for initial appearance or change of address)Thomas M. Wilmoth
555 Mangum Street
Durham, NC 27701

Summons Submitted

☐ Yes ☐ No

Telephone No.

919-328-5354

Cellular Telephone No.

336-312-4217

NC Attorney Bar No.

41684

Attorney Email Address

twilmoth@farrin.com

Name And Address Of Defendant 2

☐ Initial Appearance in Case ☐ Change of Address

Name Of Firm

Law Offices of James Scott Farrin

Fax No.

Summons Submitted

☐ Yes ☐ No

Counsel For

☒ All Plaintiffs ☐ All Defendants ☐ Only: (list party(ies) represented)☒ Jury Demanded In Pleading ☒ Complex Litigation ☐ Stipulate to Arbitration**TYPE OF PLEADING**

(check all that apply)

- ☐ Amend (AMND)
☐ Amended Answer/Reply (AMND-Response)
☐ Amended Complaint (AMND)
☐ Assess Costs (COST)
☐ Answer/Reply (ANSW-Response) (see Note)
☐ Change Venue (CHVN)
☐ Complaint (COMP)
☐ Confession Of Judgment (CNFJ)
☐ Consent Order (CONS)
☐ Consolidate (CNSL)
☐ Contempt (CNTP)
☐ Continue (CNTN)
☐ Compel (CMPL)
☐ Counterclaim (CTCL) Assess Court Costs
☐ Crossclaim (list on back) (CRSS) Assess Court Costs
☐ Dismiss (DISM) Assess Court Costs
☐ Exempt/Waive Mediation (EXMD)
☐ Extend Statute Of Limitations, Rule 9 (ESOL)
☐ Extend Time For Complaint (EXCO)
☐ Failure To Join Necessary Party (FJNP)

- ☐ Failure To State A Claim (FASC)
☐ Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)
☐ Improper Venue/Division (IMVN)
☐ Including Attorney's Fees (ATTY)
☐ Intervene (INTR)
☐ Interplead (OTHR)
☐ Lack Of Jurisdiction (Person) (LJPN)
☐ Lack Of Jurisdiction (Subject Matter) (LJSM)
☐ Modification Of Child Support In IV-D Actions (MSUP)
☐ Notice Of Dismissal With Or Without Prejudice (VOLD)
☐ Petition To Sue As Indigent (OTHR)
☐ Rule 12 Motion In Lieu Of Answer (MDLA)
☐ Sanctions (SANC)
☐ Set Aside (OTHR)
☐ Show Cause (SHOW)
☐ Transfer (TRFR)
☐ Third Party Complaint (list Third Party Defendants on back) (TPCL)
☐ Vacate/Modify Judgment (VCMD)
☐ Withdraw As Counsel (WDCN)
☒ Other (specify and list each separately)
Plaintiffs' Pre-Hearing Statement

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must include either a General Civil (AOC-CV-751), Motion (AOC-CV-752), or Court Action (AOC-CV-753) cover sheet.

(Over)

CLAIMS FOR RELIEF

- | | | |
|--|---|---|
| ☐ Administrative Appeal (ADMA) | ☐ Limited Driving Privilege - Out-Of-State | ☐ Product Liability (PROD) |
| ☐ Appointment Of Receiver (APRC) | ☐ Convictions (PLDP) | ☐ Real Property (RLPR) |
| ☐ Attachment/Garnishment (ATTC) | ☐ Medical Malpractice (MDML) | ☐ Specific Performance (SPPR) |
| ☐ Claim And Delivery (CLMD) | ☐ Minor Settlement (MSTL) | ☐ Other (specify and list each separately) |
| ☐ Collection On Account (ACCT) | ☐ Money Owed (MNYO) | |
| ☐ Condemnation (CNDM) | ☐ Negligence - Motor Vehicle (MVNG) | |
| ☐ Contract (CNTR) | ☐ Negligence - Other (NEGO) | |
| ☐ Discovery Scheduling Order (DSCH) | ☐ Motor Vehicle Lien G.S. Chapter 44A (MVLN) | |
| ☐ Injunction (INJU) | ☐ Possession Of Personal Property (POPP) | |

Date

11/18/2025

Signature Of Attorney/Party

/s/ Thomas M. Wilmoth

FEES IN G.S. 7A-308 APPLY

Assert Right Of Access (ARAS)
Substitution Of Trustee (Judicial Foreclosure) (RSOT)
Supplemental Procedures (SUPR)

PRO HAC VICE FEES APPLY

Motion For Out-Of-State Attorney To Appear In NC Courts In A Civil Or Criminal Matter (Out-Of-State Attorney/Pro Hac Vice Fee)

No. ☐ Additional Plaintiff(s)

No. ☐ Additional Defendant(s) ☐ Third Party Defendant(s)

Summons
Submitted

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Plaintiff(s) Against Whom Counterclaim Asserted

Defendant(s) Against Whom Crossclaim Asserted

STATE OF NORTH CAROLINA	)	IN THE GENERAL COURT OF JUSTICE
	)	SUPERIOR COURT DIVISION
COUNTY OF FORSYTH	)	
	)	22-CVS-929
VANDA THOMAS, STACY WHARTON,	)	22-CVS-683
KAREN PRUDENCIO, ARCOLA	)	
LEWIS d/b/a PREMIER ONE SALON,	)	
and SHERMAN and KELLY TRANSOU,	)	
Individually and On Behalf of All Others	)	
Similarly Situated,	)	
	)	JOINT PRE-HEARING STATEMENT
Plaintiffs,	)	
	)	
v.	)	
	)	
WINSTON WEAVER CO., INC.	)	
	)	
Defendants.	)	
	)	

COME NOW the parties, pursuant to the Court's Order of October 9, 2025, and submit this pre-hearing statement to identify and describe all documents and other evidence they intend to offer at the final fairness hearing scheduled for December 8, 2025.

I. Documents to be Offered at the Fairness Hearing

A. Offerings by general reference.

The parties will offer by reference all proceedings in this case and particularly all pleadings, motions, affidavits, exhibits, orders regarding class consolidation and certification, the required notice of class action, the affidavits of mailing and publication thereof, and the proofs of claims filed, or that will be filed prior to the hearing, in compliance with the orders of the Court. Plaintiffs contend that the entire record in this case demonstrates the legal issues which had to be resolved to achieve a settlement and the factual issues that have been contested, which the Court may find helpful to consider in its decision.

B. Specific offerings regarding fairness of the settlement terms.

Plaintiffs will offer into evidence by reference the following pleadings and Orders of the Court regarding fairness of the proposed settlement:

1. The Plaintiffs' Motion for Final Approval of Partial Settlement and Award of Attorney Fees, Costs, and Expenses.

Exhibit 1 – Preliminary Partial Settlement Agreement (“PSA”).

2. Memorandum in Support of Motion for Approval of Partial Settlement, Attorney Fees and Expenses, And Recommendation.

Appendix A – Contents of PSA.

Appendix B – Affidavit of Epiq Proposed Settlement Administrator; Form of Notice.

3. The Court's Order of September 23, 2025, Approving Preliminary Settlement Agreement, Attorneys' Fees and Expenses, Settlement Administrator, and Other Related Matters.
4. The Court's Consent Amended Order of October 9, 2025, Approving Preliminary Settlement Agreement, Attorneys' Fees and Expenses, Settlement Administrator, and Other Related Matters.
5. Plaintiffs' Motion for Final Approval of Partial Class Action Settlement, including attached exhibits, to be filed prior to the hearing.
6. Declarations of Individual Class Representatives.

Vanda Thomas
Karen Prudencio
Sherman Transou

7. Affidavit of Cameron R. Azari, Esq. Regarding Commencement of Settlement Notice Plan.
8. Affidavit of Robert Nordlander, MBA, CPA, CFE, and related exhibits:

Exhibit A: *curriculum vitae*.

Exhibit B: [filed under seal]

Exhibit C: [filed under seal].

Exhibit D: North Carolina Per Diem Rates for FY 2022.

Exhibit E: U.S. Bureau of Labor Statistics Occupational Employment and Wages in Winston-Salem—May 2022.

Exhibit F: U.S. Bureau of Labor Statistics Employer Costs for Employee Compensation—June 2022.

Exhibit G: U.S. Bureau of Labor Statistics American Time Use Survey.

II. Witnesses Whom Plaintiffs May Call at the Final Fairness Hearing

Vanda Thomas

Stacey Wharton

Karen Prudencio

Sherman Transou

III. Stipulations

1. Defendant Winston Weaver does not oppose the Court's consideration of Plaintiffs' request for attorneys' fees, expenses, and service awards as provided in the settlement agreement, provided that any such awards are determined by the Court in accordance with applicable law and do not modify the terms of the settlement or impose obligations on Winston Weaver beyond those expressly set forth in the settlement agreement and the final approval order.

2. Winston Weaver's non-opposition regarding any evidentiary submissions for the limited purpose of the final approval hearing is without prejudice to, and shall not waive, any evidentiary or other objections in any subsequent phase of this litigation or in any other proceeding. The parties' stipulations for the final approval hearing shall be construed solely to facilitate the Court's fairness determination and shall not be deemed admissions for any other purpose.

This the 18th day of November, 2025.

CR LEGAL TEAM, LLP

s/ James R. Harrell

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THE POTTS LAW FIRM, LLP

s/ Derek H. Potts

Derek H. Potts (admitted pro hac vice)
(TX. State Bar No. 24073727)
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(TX. State Bar No. 24032290)

LAW OFFICES OF JAMES SCOTT FARRIN

s/ Thomas M. Wilmoth

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GARY W. JACKSON, ESQ.

s/ Gary W. Jackson

Gary W. Jackson (N.C. Bar No. 13976)

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Email: mason.freeman@wbd-us.com

Attorneys for Defendant Winston Weaver Co., Inc.

EXHIBIT 1

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
Telephone: (336) 333-9899
Email: jrharrell@crlegalteam.com

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
Durham, North Carolina 27701
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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

EXHIBIT 6

**DECLARATIONS OF
INDIVIDUAL CLASS
REPRESENTATIVES**

FORSYTH COUNTY

22 CVS 929
22 CVS 683

$$\mathbf{V}_i$$

Defendant.

DECLARATION OF VANDA THOMAS

1. I am over 18 years of age and am competent to submit this Declaration. I have personal knowledge of the information set forth herein.
2. I make this Declaration pursuant to N.C. Gen. Stat. § 1A-1, Rule of Civil Procedure 23, in support of the motion for final approval of class settlement for individual class members and other related matters.
3. I am a named plaintiff and class representative in this case.
4. On January 31, 2022, I lived and owned real property within the one-mile evacuation zone around the Winston Weaver Fertilizer Plant (“Weaver Plant”), located at 4440 N. Cherry St., Winston-Salem, NC 27105.
5. The evacuation occurred because of a fire that began on January 31, 2022 at the Weaver Plant.

6. Because of the evacuation, I left my home on the night of January 31, 2022, and as a result, suffered damages including evacuation expenses, inconvenience, annoyance, and the loss of use and enjoyment of my home.
7. I brought this lawsuit on my own behalf and on behalf of a class of all other persons similarly situated, which I understand to number in the thousands.
8. I have no knowledge of any conflicts with other members of the class.
9. Although I am advised that I will receive an additional payment from the proposed settlement for my participation as a class representative, I have prosecuted this action on behalf of the entire class with no expectation of remuneration beyond the damages incurred by me.
10. I retained the services of competent counsel, the court-appointed co-lead class counsel, to prosecute this lawsuit on my behalf and on behalf of the entire class.
11. I, in consultation with counsel, have and will continue to actively participate in the prosecution of this lawsuit in the best interests of the class, and will do everything necessary to resolve this lawsuit favorably for the class.
12. I have been notified by class counsel of the terms and conditions of the proposed settlement with the Defendant as set forth in the Preliminary Settlement Agreement and related documents.

13. I am aware that the proposed settlement will end the class action litigation of the individual class members once and for all. I am also aware that the class action litigation for the businesses affected by the fire will continue beyond this settlement.
14. I understand that the Defendant will be released of all liability for the January 31, 2022, fire at the Weaver Plant, except for individual personal injury claims and claims made by businesses.
15. In my opinion, the \$8 million contributed by the Defendant, through its insurers, to the settlement fund is reasonable. I think that the net amount of compensation that each individual will receive under this settlement is fair.
16. I think that, given the uncertainty of litigation and the significant additional times and expense it would take to bring this case to trial, this settlement should be approved.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed: 11/18/2025

Vanda Thomas

By: VANDA THOMAS

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

WINSTON WEAVER Co. Inc.,

Defendant.

1. I am over 18 years of age and am competent to submit this Declaration. I have personal knowledge of the information set forth herein.
2. I make this Declaration pursuant to N.C. Gen. Stat. § 1A-1, Rule of Civil Procedure 23, in support of the motion for final approval of class settlement for individual class members and other related matters.
3. I am a named plaintiff and class representative in this case.
4. On January 31, 2022, I lived and rented real property within the one-mile evacuation zone around the Winston Weaver Fertilizer Plant (“Weaver Plant”), located at 4440 N. Cherry St., Winston-Salem, NC 27105.
5. The evacuation occurred because of a fire that began on January 31, 2022 at the Weaver Plant.

6. Because of the evacuation, I left my home on the night of January 31, 2022, and as a result, suffered damages including evacuation expenses, inconvenience, annoyance, and the loss of use and enjoyment of my home.
7. I brought this lawsuit on my own behalf and on behalf of a class of all other persons similarly situated, which I understand to number in the thousands.
8. I have no knowledge of any conflicts with other members of the class.
9. Although I am advised that I will receive an additional payment from the proposed settlement for my participation as a class representative, I have prosecuted this action on behalf of the entire class with no expectation of remuneration beyond the damages incurred by me.
10. I retained the services of competent counsel, the court-appointed co-lead class counsel, to prosecute this lawsuit on my behalf and on behalf of the entire class.
11. I, in consultation with counsel, have and will continue to actively participate in the prosecution of this lawsuit in the best interests of the class, and will do everything necessary to resolve this lawsuit favorably for the class.
12. I have been notified by class counsel of the terms and conditions of the proposed settlement with the Defendant as set forth in the Preliminary Settlement Agreement and related documents.

13. I am aware that the proposed settlement will end the class action litigation of the individual class members once and for all. I am also aware that the class action litigation for the businesses affected by the fire will continue beyond this settlement.
14. I understand that the Defendant will be released of all liability for the January 31, 2022, fire at the Weaver Plant, except for individual personal injury claims and claims made by businesses.
15. In my opinion, the \$8 million contributed by the Defendant, through its insurers, to the settlement fund is reasonable. I think that the net amount of compensation that each individual will receive under this settlement is fair.
16. I think that, given the uncertainty of litigation and the significant additional times and expense it would take to bring this case to trial, this settlement should be approved.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed: 11/13/25

By: *Karen Prudencio*
Karen Prudencio (Nov 13, 2025 16:19:53 EST)

K_Prudencio Declaration Winston Weaver

Final Audit Report

2025-11-13

Created:	2025-11-13
By:	Tom Wilmoth (twilmoth@farrin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_DL_833c_30m1eKmiuyyewGLm-Jev2go

"K_Prudencio Declaration Winston Weaver" History

-  Document created by Tom Wilmoth (twilmoth@farrin.com)
2025-11-13 - 9:10:55 PM GMT- IP address: 67.145.176.189
-  Document emailed to karenprudencio1@gmail.com for signature
2025-11-13 - 9:13:06 PM GMT
-  Email viewed by karenprudencio1@gmail.com
2025-11-13 - 9:13:22 PM GMT- IP address: 66.249.83.43
-  Signer karenprudencio1@gmail.com entered name at signing as Karen Prudencio
2025-11-13 - 9:19:51 PM GMT- IP address: 104.28.33.33
-  Document e-signed by Karen Prudencio (karenprudencio1@gmail.com)
Signature Date: 2025-11-13 - 9:19:53 PM GMT - Time Source: server- IP address: 104.28.33.33
-  Agreement completed.
2025-11-13 - 9:19:53 PM GMT



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

VANDA THOMAS, et al.,
Individually and On Behalf of All Others
Similarly Situated,

Plaintiffs,

V.

WINSTON WEAVER Co. Inc.,

Defendant.

DECLARATION OF SHERMAN TRANSOU

1. I am over 18 years of age and am competent to submit this Declaration. I have personal knowledge of the information set forth herein.
2. I make this Declaration pursuant to N.C. Gen. Stat. § 1A-1, Rule of Civil Procedure 23, in support of the motion for final approval of class settlement for individual class members and other related matters.
3. I am a named plaintiff and class representative in this case.
4. On January 31, 2022, I lived and owned real property within the one-mile evacuation zone around the Winston Weaver Fertilizer Plant (“Weaver Plant”), located at 4440 N. Cherry St., Winston-Salem, NC 27105.
5. The evacuation occurred because of a fire that began on January 31, 2022 at the Weaver Plant.

6. Because of the evacuation, I left my home on the night of January 31, 2022, and as a result, suffered damages including evacuation expenses, inconvenience, annoyance, and the loss of use and enjoyment of my home.
7. I brought this lawsuit on my own behalf and on behalf of a class of all other persons similarly situated, which I understand to number in the thousands.
8. I have no knowledge of any conflicts with other members of the class.
9. Although I am advised that I will receive an additional payment from the proposed settlement for my participation as a class representative, I have prosecuted this action on behalf of the entire class with no expectation of remuneration beyond the damages incurred by me.
10. I retained the services of competent counsel, the court-appointed co-lead class counsel, to prosecute this lawsuit on my behalf and on behalf of the entire class.
11. I, in consultation with counsel, have and will continue to actively participate in the prosecution of this lawsuit in the best interests of the class, and will do everything necessary to resolve this lawsuit favorably for the class.
12. I have been notified by class counsel of the terms and conditions of the proposed settlement with the Defendant as set forth in the Preliminary Settlement Agreement and related documents.

13. I am aware that the proposed settlement will end the class action litigation of the individual class members once and for all. I am also aware that the class action litigation for the businesses affected by the fire will continue beyond this settlement.
14. I understand that the Defendant will be released of all liability for the January 31, 2022, fire at the Weaver Plant, except for individual personal injury claims and claims made by businesses.
15. In my opinion, the \$8 million contributed by the Defendant, through its insurers, to the settlement fund is reasonable. I think that the net amount of compensation that each individual will receive under this settlement is fair.
16. I think that, given the uncertainty of litigation and the significant additional times and expense it would take to bring this case to trial, this settlement should be approved.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed: 11/13/25 _____

By:  _____
Sherman Transou (Nov 13, 2025 21:22:05 EST)

S_Transou Declaration

Final Audit Report

2025-11-14

Created:	2025-11-13
By:	Tom Wilmoth (twilmoth@farrin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZf1vLvnWBj9hNQ4m5Beai1RnnLQRuKpw

"S_Transou Declaration" History

-  Document created by Tom Wilmoth (twilmoth@farrin.com)
2025-11-13 - 9:14:03 PM GMT- IP address: 67.145.176.189
-  Document emailed to Sherman Transou (srtransou2@gmail.com) for signature
2025-11-13 - 9:14:42 PM GMT
-  Email viewed by Sherman Transou (srtransou2@gmail.com)
2025-11-13 - 9:14:47 PM GMT- IP address: 66.249.83.103
-  Document e-signed by Sherman Transou (srtransou2@gmail.com)
Signature Date: 2025-11-14 - 2:22:05 AM GMT - Time Source: server- IP address: 104.138.181.56
-  Agreement completed.
2025-11-14 - 2:22:05 AM GMT

EXHIBIT 7

**AFFIDAVIT OF
CAMERON R.
AZARI, ESQ.**

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.)
_____)

**AFFIDAVIT OF CAMERON R. AZARI,
ESQ. REGARDING COMMENCEMENT OF
SETTLEMENT NOTICE PLAN**

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

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

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

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

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

OVERVIEW

5. This affidavit describes the successful implementation of the revised Settlement Notice Plan (“Notice Plan”) and notices (the “Notice” or “Notices”) for *Thomas, et al. v. Winston*

Weaver Co, Inc., Case No. 22 CVS 929 and 22 CVS 683, in the General Court of Justice Superior Court Division, State of North Carolina. I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice Plan* (“Class Certification Notice Plan Declaration”) on April 18, 2025, which described the Class Certification Notice Plan, detailed Epiq’s class action notice experience, and attached Epiq’s *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs. Subsequently, I executed my *Declaration of Cameron R. Azari, Esq. Regarding Proposed Settlement Notice Plan and Supplemental Class Certification Notice* (“Settlement Notice Plan and Supplemental Class Certification Notice Declaration”) on August 8, 2025, which described the proposed Settlement Notice Plan for individual Class Members and the proposed supplemental notice to additional entity business Class Members as part of the Class Certification Notice Plan. On August 28, 2025, I executed my *Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Class Certification Notice Plan* (“Class Certification Implementation Declaration”) which described the successful implementation of the Class Certification Notice Plan. Most recently, on September 22, 2025, I executed my *Declaration of Cameron R. Azari, Esq. Regarding Revised Settlement Notice Plan* (“Revised Settlement Notice Plan Declaration”) which provided additional information about the Notice Plan.

NOTICE PLAN SUMMARY

6. Rule 23 of the North Carolina Rules of Civil Procedure does not state anything directly regarding notice to class members. But under North Carolina law, “The trial court should require that the best notice practical under the circumstances be given to class members. Such notice should include individual notice to all members who can be identified through reasonable efforts, but it need not comply with the formalities of service of process. Notice of the action should be given as soon as possible after the action is commenced. As part of the notification, the trial court may require that potential class members be given an opportunity to request exclusion from the class within a specified time in a manner similar to the current federal practice.” *Crow v. Citicorp Acceptance Co.*, 319 N.C. 282-84, 354 S.E.2d 465-66 (1987). Furthermore, adequate

notice must be given to all members of the class. *Faulkenbury v. Teachers' & State Employees' Ret. Sys. of N.C.*, 345 N.C. 683, 697, 483 S.E.2d 422, 431 (1997) (quoting *Crow*, 319 N.C. at 280, 354 S.E.2d at 464) (internal citation omitted). The Notice Plan satisfied these requirements.

NOTICE PROGRAM DETAIL

7. On April 15, 2025, the Court in the *Consent Order Granting Plaintiffs' Motion to Amend Class Certification Order* ("Class Certification Order"), certified the following "Class":

All natural persons and entities (whether business or charitable) that resided, lived, worked, 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.

Excluded from the class are: any person relying solely on personal injury damages; Defendant, including any entity in which Defendant has a controlling interest, is a parent or subsidiary, or which is 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 have made appearances for any of those parties; and any person or entity that opts out of this action.

8. Subsequently, on October 9, 2025, the Court approved the Notice Plan and appointed Epiq as the Settlement Administrator in the *Consent Amended Order Approving Preliminary Settlement Agreement, Attorneys' Fees and Expenses, Settlement Administrator and Other Related Matters* ("Preliminary Approval Order").

9. After the Preliminary Approval Order was entered, Epiq implemented the Notice Plan. This affidavit details the notice activities undertaken to date and explains how and why the Notice Plan was comprehensive and well-suited to reach the individual Class Members. This affidavit also discusses the administration activity to date.

NOTICE PLAN

Individual Notice

10. On March 12, 2025, Epiq received one data file with 1,993 class member records which included names and mailing addresses, where available. Subsequently, on May 16, 2025,

Epiq received a supplemental data file with an additional 154 class member records. Epiq deduplicated and roll-up the records and loaded the unique, identified class member records into its database for this case. Subsequently, on September 31, 2025, Epiq received one supplemental data file with 822 business class member records which included names and mailing addresses, where available. Epiq deduplicated and rolled-up the supplemental records and loaded the unique identified business class member records into its database for this case. These efforts resulted in a total of 2,405 unique records across the full Class. Of these 2,405 unique records, it was determined that 1,127 were unique, individual Class Member records to be given notice of the settlement that applies to them now (of these, one record did not have an associated mailing address and was not sent Notice).¹

Individual Notice – Direct Mail

11. On October 31, 2025, Epiq commenced sending 1,126 Long Form Notices and Claim Forms (“Claim Packages”) via United States Postal Service (“USPS”) first-class mail to all identified individual Class Member records with an associated mailing address. The Long Form Notice clearly and concisely summarized the case and the legal rights of the individual Class Members. In addition, the Long Form Notice directed individual Class Members to the case website where they could access additional information about the case. The Long Form Notice is included as **Attachment 1**. The Claim Form is included as **Attachment 2**.

12. Prior to mailing the Claim Packages, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS.² In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of

¹ The remaining 1,278 records are for unique, business and/or charitable entity class members who were separately given notice of the certification of the Class (and not of the settlement that applies only to Individual Class members).

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

the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

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

Publication Notice

14. The Notice Plan included one insertion in *Winston-Salem Journal* and *Yes! Weekly*.³ Each insertion was an approximate 1/4 page Publication Summary Notice. The Publication Notice is included as **Attachment 3**. More details regarding the print publications are included in the following table.

<i>Publication</i>	<i>Circulation</i>	<i>Date Published</i>	<i>Ad Size</i>
<i>Winston-Salem Journal</i>	9,789	10/31/2025	1/4 Page
<i>Yes! Weekly</i>	12,000	10/29/2025	1/4 Page

Settlement Website

15. The existing website that was established for the class certification notice efforts (www.WinstonWeaverClassAction.com) was updated with additional information regarding the Settlement with individual Class Members. Relevant documents are posted on the case website, including the Long Form Notice, Preliminary Approval Order, Settlement Agreement, and Claim Form. In addition, the case website includes relevant dates, answers to frequently asked questions

³ The Publication Notice published in *Yes! Weekly* was a print substitution for *Winston-Salem Chronicle*. *Winston-Salem Chronicle* ceased print publishing with their final edition on September 4, 2025.

(“FAQs”), instructions for how Class Members can opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. Individual Class Members are also able to file a Claim Form on the case website. The case website address was prominently displayed in all notice documents. As of November 13, 2025, there have been 193 unique visitor sessions to the case website, and 1,073 web pages have been presented.

Toll-Free Telephone Number

16. The existing toll-free telephone number that was established for the class certification notice efforts (1-877-873-4578) was updated with additional information regarding the Settlement with individual Class Members. Callers are able to hear an introductory message and have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Claim Package be mailed to them. This automated telephone system is available 24 hours per day, 7 days per week. In addition, callers also have the option to speak to a live agent during regular business hours. The toll-free telephone number was prominently displayed in all notice documents. As of November 13, 2025, there have been 23 calls to the toll-free telephone number representing 166 minutes of use and 14 incoming calls requesting to speak to live agents, representing 114 minutes of use.

17. The existing post office box that was established for the class certification notice efforts continues to be available, allowing individual Class Members the opportunity to request additional information or ask questions.

Requests to Opt-Out and Objections

18. The deadline to request exclusion from the Settlement or to object to the Settlement is December 1, 2025. As of November 13, 2025, Epiq has received no requests for exclusion. As of November 13, 2025, Epiq is aware of no objections to the Settlement.

Claim Submission & Distribution Options

19. The Long Form Notice provided a detailed summary of relevant information about the Settlement, including the case website address and how individual Class Members can file a

Claim Form online or by mail. With any method of submitting a Claim Form, Class Members are given the option of receiving a digital payment or traditional paper check. Epiq worked with counsel for the parties to select an appropriate menu of payment options. The type of digital payment selected does not impact Epiq's compensation for its work as the Settlement Administrator, and no digital option is discouraged relative to other options.

20. The deadline for Class Members to submit a Claim Form is January 30, 2026. As of November 13, 2025, Epiq has received 15 Claim Forms (12 online and 3 paper). Since the January 30, 2026, claim filing deadline has not yet passed, these numbers are preliminary. As standard practice, Epiq is in the process of conducting a complete quality control review of Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

PLAIN LANGUAGE NOTICE DESIGN

21. The Notices were designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by individual Class Members. The design of the Notices followed the principles embodied in the Federal Judicial Center’s (“FJC”) illustrative “model” notices posted at www.fjc.gov. Many courts, and the FJC itself, have approved notices that Epiq’s noticing experts have written and designed in a similar fashion. The Notices contained substantial, albeit easy-to-read summaries of all key information about Class Members’ rights and options. Consistent with our normal practice, all notice documents underwent a final edit prior to actual mailing and publication for grammatical errors and accuracy.

22. The Notices mailed to all identified Class Members provided substantial information to the individual Class Members. The Notices included (i) details regarding the Class Members’ ability to opt-out or object to the Settlement, (ii) the deadline to opt-out or object, and (iii) the date, time, and location of the Final Approval Hearing, among other information.

CONCLUSION

23. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by state and local rules and statutes, and further

by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and that the notice or notice plan itself does not limit knowledge of the availability of legal rights—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

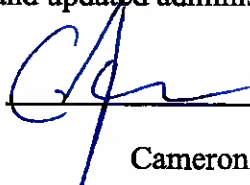
24. The Notice Plan followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated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

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

25. The Notice Plan provided for the best notice practicable under the circumstances of this case, conformed to all aspects of North Carolina Rule 23, and comported with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth.

26. The Notice Program schedule afforded enough time to provide full and proper notice to the Class Members before the opt-out and objection deadlines.

27. Given the recent commencement of the notice campaign, I will provide a supplemental declaration to the Court prior to the Final Approval Hearing with additional details regarding the final reach of the notice plan and updated administration statistics.



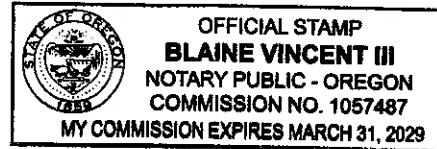
Cameron R. Azari, Esq.

SUBSCRIBED AND SWORN TO BEFORE ME this 14th day of November 2025.



Notary Public for the State of Oregon,
Washington County

MY COMMISSION EXPIRES: 3/31/2029



Attachment 1

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 1-877-873-4578

BASIC INFORMATION

1. What is this Notice about?

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

Judge Edwin G. Wilson, Jr. of the General Court of Justice, Superior Court Division in the State of North Carolina, Forsyth County is overseeing this lawsuit. The lawsuit is known as *Thomas et al. v. Winston Weaver Co, Inc.*, Case Nos. 22 CVS 929 and 22 CVS 683. The 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 1-877-873-4578, or writing to the lawyers in this lawsuit, at the address listed below.

THE SETTLEMENT BENEFITS

10. What does this Settlement provide?

If you are a member of the 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 1-877-873-4578 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 1-877-873-4578

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 1-877-873-4578

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 1-877-873-4578

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
Clerk Superior Court Forsyth County Courthouse 175 N Chestnut St. Winston-Salem NC 27101	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
DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Rachel E. Keen Mason E. Freeman Womble Bond Dickinson (US) LLP One West Fourth St. Winston-Salem, NC 27101	<i>Thomas et al. v. Winston Weaver Co., Inc.</i> Settlement Administrator PO Box 6697 Portland, OR 97228-6697

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 1-877-873-4578, or writing the Settlement Administrator at:

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

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Questions? Go to www.WinstonWeaverClassAction.com or call 1-877-873-4578

Attachment 2



**Must be postmarked or
submitted online NO
LATER THAN
January 30, 2026**

Thomas v Winston Weaver
Settlement Administrator
P.O. Box 6697
Portland, OR 97228-6697
www.WinstonWeaverClassAction.com

Unique ID: [REDACTED]

PIN: [REDACTED]

October 31, 2025

INSTRUCTIONS

If you are an individual who lived or worked within the one-mile evacuation zone around the Winston Weaver Fertilizer Plant on January 31, 2022, you may submit a Proof of Claim Form.

If you are a parent or guardian of any children or other dependents who lived with you as of January 31, 2022, you will be asked to provide their information in Part III of this Proof of Claim Form. **You may only submit one Proof of Claim Form per household.**

“Individual Class” shall mean all natural persons falling into the below category but excluding those persons defined in Section 3.20 (Excluded Class Participants) of the Settlement Agreement:

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.

The easiest way to submit a Proof of Claim Form is online at www.WinstonWeaverClassAction.com, or you can print out, complete, and mail this entire Proof of Claim Form (with any required documentation) to the mailing address above.

All Individual Class Members (or in the case of their death or incapacitation, their successors, legal guardians, or representatives) are eligible to file a Proof of Claim Form seeking payment for losses or damages arising out of the Incident from the \$8,000,000 Common Settlement Fund Net Common Fund after deduction of Court-approved attorneys’ fees, administrative fees, and costs from the Gross Settlement Fund.

Claims must be submitted online or postmarked by January 30, 2026. Use the website address above for online Claims or the physical address above for mailed Proof of Claims.

The Settlement Administrator may contact you to request additional documentation to process your Proof of Claim Form.

Please note that Class Member payments will be distributed only after the Settlement is approved by the Court and becomes final.



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400885490000005111

Part III. Identification of Dependents on January 31, 2022:

Complete this section only if you marked "Lived" above and you are the parent or guardian of any children or other dependents who lived with you as of January 31, 2022.

Please provide the number of people physically residing in your Household on January 31, 2022, and list each of them and their dates of birth below. If the household member is over the age of 16, please attach a copy of a valid, government issued identification.

Adults

Children (under the age of 18)

Full Name	Date of Birth
	- - MM DD YYYY
	- - MM DD YYYY
	- - MM DD YYYY
	- - MM DD YYYY
	- - MM DD YYYY
	- - MM DD YYYY
	- - MM DD YYYY
	- - MM DD YYYY
	- - MM DD YYYY
	- - MM DD YYYY
	- - MM DD YYYY





400885490000005111

Part IV: Documentation.

The person signing this Proof of Claim Form must provide proof of their personal identity, such as a copy of 1) a driver's license; 2) a picture ID Card; and/or 3) a U.S. Passport. This is in addition to providing proof of residence and/or employment.

If you lived within the one-mile evacuation zone around the Winston Weaver Fertilizer Plant on January 31, 2022, then you must provide proof of residence. Such documentation may include a utility bill for services like electricity or water.

If you worked within the one-mile evacuation zone around the Winston Weaver Fertilizer Plant on January 31, 2022, then you must provide proof of employment. Such documentation may include a pay stub from your employer.

Select an option and attach a copy of one of the following documents showing your address that covers January 31, 2022:

- ☐ Gas Bill (attach a copy)
- ☐ Electric Bill (attach a copy)
- ☐ Other Utility Bill (attach a copy)
- ☐ Pay Stub (attach a copy)
- ☐ Other (such as lease or bank account statement) (describe and attach a copy):

Part V. Attestation:

I hereby certify, under penalty of perjury pursuant to the laws of the State of North Carolina, that I am duly authorized to make this Proof of Claim on behalf of myself and any dependents listed above, and that all the information contained herein is true and correct. By signing this Proof of Claim Form, the undersigned hereby releases all Released Claims against the Released Entities as defined in the Preliminary Settlement Agreement.

Signature of Duly Authorized Representative

Date / /
MM DD YYYY

You must send this form, and documents or proof, if any, by U.S. Mail, postmarked no later than January 30, 2026 to:

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

Attachment 3

Court-Approved Legal Notice

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

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, 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.

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 business or charitable entities. This Settlement does not include losses incurred by a Business as a result of the fire. **Your decision to remain in the Settlement Class or to exclude yourself will not affect your ability to participate in any future settlements for losses incurred by a Business as a result of the fire.**

Who is Included? You are a member of the Settlement Class 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 damages arising from personal injury and individuals claiming business damages.

What does the 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.

You must submit a Claim Form online or by mail postmarked by **January 30, 2026**.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out postmarked by **December 1, 2025**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Entities about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or attorneys' fees, costs, and Class Representative Participation Awards by **December 1, 2025**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no cash payment, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Fairness Hearing on **December 8, 2025**, to consider whether to approve the Settlement. Class Counsel's attorneys' fees of up to 1/3 of the Settlement Fund and costs, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This notice is a summary. Learn more at www.WinstonWeaverClassAction.com, or call toll-free 1-877-873-4578.



flicks

SCREEN IT!

Stitch Head: A sweet treat for Halloween and beyond

BY MARK BURGER

★★★★

Arriving just in time for Halloween, writer/director Steve Hudson's *Stitch Head* is a lovingly crafted, animated adaptation of the best-selling 2011 graphic novel (and its subsequent installments) by Guy Bass. It's so well-rendered that one could easily mistake it for a Disney movie, but although it does bear some similarity to Disney's Oscar-winning *Monsters, Inc.* (2001) and has a look that could be described as "Burtonesque" (as in Tim), it stands on its own plentiful merits.

Set in the bucolic burg of Grubbers Nubbin, the film is steeped in traditional horror elements, including the dark and scary castle that looms over the village. It is there that the "Mad Professor" (voiced by Rob Brydon) toils away day and night, creating new beings that he brings to "almost life" (patent pending), before leaving it to faithful assistant Stitch Head (voiced by Asa Butterfield) to tend them while he commences work on yet another experiment. That this mad medico has a shock of white hair and a pencil mustache that resembles the great Boris Karloff is undoubtedly no coincidence.

Interestingly, the Professor's creations — who have never left the confines of the castle — are as terrified of the villagers and the villagers are of them, despite the two parties never having met. Only young Arabella (voiced by Tia Bannion) views them with fascination rather than fear. It's a nice message that permeates the proceedings, that anyone — or anything—is entitled to equal treatment, whether they are green, purple, multi-colored, have three arms, or one eye in the middle of their head. It's a gentle plea for acceptance and tolerance that never overplays its hand nor interrupts the story's momentum.



Feeling unloved and unappreciated, Stitch Head is encouraged to headline the freak show of a traveling circus run by Fulbert Freakfinder (voiced by Seth Usdenov), a flamboyant impresario with a penchant for breaking into song. *Stitch Head* revels in his newfound celebrity status, but Arabella is wary, and the castle-bound creatures assume that he's in need of rescue.

Screenwriter/director

Steve Hudson does an exemplary job keeping the narrative moving at a steady clip. There's nary a wasted moment or scene in *Stitch Head*, and the splendid visual effects are neatly balanced with the story elements. Everything jells together in assured fashion.

There really aren't any bad guys in *Stitch Head*. Freakfinder may be greedy, and it is he who eventually rouses the villagers to storm the castle (torches optional), but he's not necessarily evil. His eventual comeuppance, set to the 1980 Air Supply tune "All Out of Love," is one of the more inspired and uproarious visual gags you're likely to see in any film this year, and over the end credits, it's strongly hinted he's not necessarily down for the count for good.

Perhaps there could have been a bit more of the Mad Professor, but that's a minor quibble. Best to just sit back and savor the sweet flavor. The film is cheerful, charming, and downright irresistible. *Stitch Head* is one of the best animated features of the year and one of the best family entertainments this year. The youngsters will enjoy the visual razzle-dazzle and zippy pacing while grown-ups — particularly those with an affection for classic horror trappings — will revel in that aspect of the film. This film deserves a long and healthy run into the holiday season. 🍬

See **MARK BURGER**'s reviews of current movies.



The Sportscenter Athletic Club is a private membership club dedicated to providing the ultimate athletic and recreational facilities for our members of all ages. Conveniently located in High Point, we provide a wide variety of activities for our members. We're designed to incorporate the total fitness concept for maximum benefits and total enjoyment.

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W-S cemetery lands on a terrifying list

One small problem: They got the name of the cemetery wrong

Ryan Sydnor, the supervisor at Salem Cemetery has seen this movie, er, listicle, before.

Plenty of times. Years ago someone reported seeing the ghost of a woman



SCOTT SEXTON

wearing gray — or was it white? — moving between the graves at night and stopping at a headstone said to mark the final resting place of her child.

And that kernel of a sketchy ghost story, especially at Halloween, is enough to bring out the loons, bored teens toting Ouija boards and the paranormal curious.

"It makes me laugh," Sydnor said. "People are just itching to do something to do. We get all kinds of people in costumes, burning candles and stuff. 'I wish they'd just stay home.'"

Historic final resting place

Contrary to what it may read like, Sydnor is no humorless kill-joy.

He's all for good, clean fun and his desire for a quiet Oct. 31 shouldn't be read as Halloween's equivalent of *Bah, Humbug*.

Rather, as the supervisor of the historic cemetery, he's simply out to preserve a sense of decorum and respect for the final resting places of some 9,817 souls. Indeed, some of the city's most prominent family names can be found among the headstones, vaults and gravesites.

A list of the dearly departed includes Richard Joshua "R.J." Reynolds, North Carolina governor (and high-school name-sake) Robert Broadnax Glenn and two U.S. congressmen (Richard Chatham and Augustine Henry Shepperd).

So yeah, cut the man some slack for not wanting the grounds' crew to have



The grave of Clyde Edward Bennett with statue in Salem Cemetery on Oct. 29, 2025.

to clean up after a small parade of thrill-seeking yahoos.

Making matters worse, this year one of those goofy, clickbait listicles circulated on the Internet as an advertising vehicle for a life insurance company listed Salem Cemetery as the Scariest Graveyard in North Carolina — and the 9th most frightening in the U.S.

The survey, such that it was, asked some 3,000 people who either have way too much free time to answer random phone calls or lack decent spam filters, "Which graveyard would you be least prepared to visit alone at night?"

Mistaken identity

The results were a mixed bag of graveyards some of which you've probably heard (or read) about, some which sound vaguely familiar and a handful of unknowns that could scare the pants off the gullible.

The common denominator, of course, would be the potential for otherwise serene, pastoral grounds to be haunted.

No. 1 nationally would be the Sleepy Hollow Cemetery — yeah that one — on the banks of the Hudson River where the Headless Horseman is said to ride on misty nights. It's followed by the Get-



The grave of R.J. Reynolds and family in Salem Cemetery, decorated for Christmas in 2019.

tsburg National Cemetery where some 3,500 Union soldiers among the 51,116 casualties were buried following the bloodiest battle in the Civil War, the Stanley Hotel in Estes Park, Colorado — the real-life inspiration for Stephen King's "The Shining," the Trans-Allegheny Lunatic Asylum in Weston, West Virginia, where former patients were buried namelessly and New Orleans' St. Louis Cemetery No. 1, where crypts and graves are above ground. (Personally, I find Gettsburg solemn rather than frightening, but nobody phoned to ask me.)

Perhaps it's indicative of the poll's credibility, but the write-up of No. 9 — allegedly Salem Cemetery — actually describes God's Acre, the adjacent Moravian burial grounds better known locally for the in-

spirational Easter Sunrise Service, a beloved annual celebration since 1772. "Set behind the Moravian church buildings, Old Salem Cemetery is hauntingly orderly — identical flat stones, no grand markers," it reads.

Close but no. Moravian elders must be thrilled. Whatever, listicles are meant to grab attention in the frantic online world. And in that, this one succeeded.

Still, if you're inclined to visit either Salem Cemetery or God's Acre, come during the day and hear Ryan Sydnor. "This is really historic," he said. "It's a beautiful graveyard where lots of people still come to pay their respects."

ssexton@wsjournal.com
336-727-7481
@scottsextonwsj

Counterfeit goods seized during A&T, WSSU homecoming events

RICHARD CRAVER
Staff Reporter

About \$860,000 worth of counterfeit collegiate and professional sports apparel, as well as counterfeit versions of several high-end designer brands, were seized during homecoming activities at N.C. A&T State, N.C. Central and Winston-Salem State universities, the N.C. Secretary of State's Office reported Thursday.

The Secretary of State's Trademark Enforcement agents worked in cooperation with the three universities during the sweeps, as well as officers with the Greensboro Police Department and Davie County Sheriff's Office.

The seizures involved merchandise bearing counterfeit collegiate and professional sports trademarks, as well as other high-end designer brands such as Chanel, Gucci, Louis Vitton, Nike, Polo, Ray-Ban and Rolex.

The \$860,000 estimated retail value is the amount the genuine trademarked items would sell for.

"I know everyone wants to find a bargain, but when you buy counterfeits you are getting poor quality products, many with health and safety issues like loose parts that can be a choking hazard," Elaine Marshall, the state's secretary of state, said in a news release.

"You may be funding other dangerous ventures, like organized crime, human trafficking and terrorism."

"In addition, you are hurting local communities that rely on sales taxes to

fund things like police and fire services."

Robert Hassell, N.C. A&T's police chief, said that "our alumni, students, fans and others deserve to know they are buying the real thing when coming to an event like Homecoming."

"Just as important is that these counterfeits take away support that our students receive through legitimate purchases of merchandise, royalties from which go exclusively to financial aid."

WSSU could not be immediately reached for comment on the counterfeit sweeps.

Separately, the Secretary of State's Office said trademark enforcement agents worked with State Fairgrounds police to seize more than \$208,000 in counterfeit merchandise, including more than 500 counterfeit Labubu plush dolls, watches and T-shirts.

Some of these dolls had either missing or broken parts that could be a choking hazard.

Also seized was counterfeit MLB, NFL, and NBA merchandise, and high-end designer branded jewelry.

The Secretary of State's Office said tips about suspected counterfeit safety and health products being sold can be sent to anti-counterfeit@sosnc.gov.

"If you see such products being sold online, take a screen shot and include the link in your email," the office said.

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Court-Approved Legal Notice

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

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, 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.

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 business or charitable entities. This Settlement does not include losses incurred by a Business as a result of the fire. **Your decision to remain in the Settlement Class or to exclude yourself will not affect your ability to participate in any future settlements for losses incurred by a Business as a result of the fire.**

Who is Included? You are a member of the Settlement Class 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 damages arising from personal injury and individuals claiming business damages.

What does the 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.

You must submit a Claim Form online or by mail postmarked by **January 30, 2026**.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out postmarked by **December 1, 2025**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Entities about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or attorneys' fees, costs, and Class Representative Participation Awards by **December 1, 2025**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no cash payment, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Fairness Hearing on **December 8, 2025**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees of up to 1/3 of the Settlement Fund and costs, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This notice is a summary. Learn more at www.WinstonWeaverClassAction.com, or call toll-free 1-877-873-4578.



Global sales gains boost Hayward Industries

RICHARD CRAVER
Staff Reporter

Growth in global sales and an uptick in aftermarket sales lifted Hayward Holdings Inc. to a 46% jump in third-quarter net income to \$24 million, the manufacturer reported Wednesday.

Hayward, based in Charlotte, is the largest private employer in Clemmons with more than 1,000 workers. A 240,000-square-foot distribution facility in Mocksville is projected to have a workforce of 200 at full production.

Hayward, which produces pumps and filters for swimming pools, reported sales being up 7% to \$244.3 million.

Hayward previously cautioned it has been benefiting in both the U.S. and Europe, due to "favorable timing of orders," from customers attempting to build up inventory before tariffs take effect.

Diluted earnings were 11 cents a share, while adjusted earnings were 14 cents.

The average earnings forecast was 12 cents by two analysts surveyed by Zacks Investment Research. Analysts typically do not include one-time gains and charges in their forecasts.

North American net sales rose by 7% during the quarter to \$208.2 million, while non-North American sales were up 11% to \$36.1 million.

Another key factor has been the revenue coming in from ChlorKing, a U.S.

market leader in commercial pool saline chlorinators and disinfection systems that Hayward purchased in June 2024.

The purchase expanded Hayward's technology for commercial swimming pool water treatment, as well as broadening the company's commercial product offerings.

Kevin Holleran, Hayward's president and chief executive, said that third-quarter results were ahead of projections "marks another quarter of strong execution by our global team."

"We increased pricing this year as needed to combat tariffs and other inflationary — really dollar for dollar off to the tariff impact."

"Our performance reflects to the resiliency of our aftermarket model and continued traction in our strategic initiatives."

Holleran told analysts during the quarterly conference call that about "85%

of our sales are aligned with serving the aftermarket needs of the existing installed base.

"Consistent with the trends in prior quarters, nondiscretionary aftermarket maintenance demand remains resilient."

Holleran said homeowners are increasing their demand for "technology solutions to automate and control pools."

"Homeowners are adding technology to improve the pool ambience and experience, rather than de-faturing to reduce cost, as evidenced by the average value per pool pad continues to increase."

Hayward increased its fiscal 2025 financial guidance for a second time during fiscal 2025, this time net sales shifting from a range of \$1.07 billion to \$1.1 billion, to a range of \$1.09 billion to \$1.11 billion.

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EXHIBIT 8

**AFFIDAVIT OF
ROBERT
NORLANDER**

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.)

**AFFIDAVIT OF ROBERT
NORDLANDER**

AFFIDAVIT OF ROBERT NORDLANDER

Robert Nordlander, CPA, CFE, duly sworn, deposes and testifies as follows:

1. I am a forensic accountant who specializes in complex financial litigation. I hold a B.S. in Accounting from Bob Jones University as well as an MBA from UNC Greensboro. I am also a Certified Public Accountant (CPA) and Certified Fraud Examiner (CFE). I teach forensic accounting courses on various platforms across the United States, including speaking nationwide of those topics. Before starting my own forensic accounting and tax resolution firm, I gained more than 20 years of experience as a Senior Special Agent at the International Revenue Service (IRS) where I conducted large federal tax and money laundering criminal investigations which included developing cases and testifying in federal courts.

2. In my current role as the sole shareholder of Nordlander CPA, PLLC, I have served as an expert witness in Bankruptcy Court in the Eastern District of North Carolina, as well as in a criminal case out of the North District of Georgia. I regularly present as an expert to CPA and

attorney associations, and I have received acknowledgements/awards for my work from the U.S. Attorney's Office in both the Middle District of North Carolina and Eastern District of Virginia, as well as from the North Carolina Alcohol Law Enforcement Agency and United States Treasury. My full curriculum vita is provided as Exhibit A.

3. I am providing this affidavit to provide my methodology for estimating the class-wide economic losses suffered by residents of Winston-Salem, North Carolina, who had to evacuate their homes and businesses because of a fire which erupted at the Winston Weaver Co.'s fertilizer plant at approximately 6:45 p.m. on January 31, 2022.

4. It is my understanding that the exact cause of the fire is unknown but that it lasted for days and presented a significant explosive threat given the quantities of ammonium nitrate stored at the plant.

5. It is my understanding that this emergency evacuation was established by the Winston-Salem Fire Department for all households within a one-mile radius of the facility because of the explosion hazard, smoke, and other potential fumes which emanated from the facility.

6. It is my understanding that the evacuation order was reduced first on February 3, 2022, to a half mile at approximately 6:00 p.m. and, subsequently, 660 feet at 8:00 p.m. The evacuation was further reduced to 275 feet on February 6, 2022. The fire was considered "under control" at approximately 5:00 p.m. on February 4, 2022. See Exhibit B, page 8.

7. According to geospatial information from Esri, sourced from U.S. Census data and used by city officials in the aftermath of the fire, approximately 6493 residents lived within a one-mile radius of the Winston Weaver facility in 2021. Of these, more than 75.2% were adults. See Exhibit B, page 6. Thus, approximately 4883 residents living within a one-mile radius of the

facility would have been adults. These data are reliable for the purpose of estimating the population that would have been impacted by the evacuation.

8. In line with this, the city's Public Works Committee put the estimate of evacuees as high as 6500. See Exhibit C.

9. Residents who lived in the evacuation zone suffered economic losses, evacuation-related expenses including food, transportation, clothing and toiletries; and lodging; lost wages; disruption; inconvenience; and cleaning expenses.

10. Based on the information set forth above, I have developed a methodology that can be used to calculate economic damages incurred by the normal or typical evacuee. This calculation can be used to estimate damages on a class-wide basis in lieu of requiring each affected individual to provide their exact losses.

11. This methodology is based on widely accepted economic principles that are regularly and reliably applied in my field of practice. It closely resembles models that I have used before and seen used in similar analyses. For example, in the case of *Bruzek, et al vs Husky Oil Operations, Ltd.*, 2020 WL 4809087 (W.D.Wis.), a similar economic damage analysis was completed from the temporary displacement of citizens due to refinery fire. The City of Winston-Salem also used a similar calculation to reimburse its citizens after the fire of the Winston Weaver Co. fire.

12. For lodging expenses, my methodology uses the federal reimbursement rate for a hotel room in North Carolina (\$96) multiplied by the number of nights that evacuees would have needed to secure accommodation. See Exhibit D. The number of nights includes the first night of the evacuation as well as the night after evacuees received the all-clear to return to their residences since this message likely came after the time at which they would have had to check out. This

estimate is then multiplied by the number of adults to get a class-wide figure under the assumption that children would room with adults.

13. For meal and incidental expenses (MIE), my methodology also uses the per diem federal reimbursement rate for MIE in North Carolina (\$59). See Exhibit D. This rate is on a daily basis, so it will be pro-rated for days when the evacuation was only partially in effect. This figure is then multiplied by total number of affected residents, which includes both children and adults.

14. It is my understanding that many evacuees missed work because of the evacuation. For lost wages, I used data from the U.S. Bureau of Labor Statistics which indicate an average hourly wage of \$26.14 in Winston-Salem for 2022. See Exhibit E. To get total compensation per hour, I divided this number by 0.7227 because wages tended to comprise 72.27% of total compensation in the South Atlantic states in 2022, which netted an average total employee compensation of \$36.17/hour. See Exhibit F, page 19. I further used the American Time Use Survey (ATUS), as provided by the Bureau of Labor Statistics, to figure out how much time an average individual over the age of 15 spends working within a 24-hour period by each day of the week in order to estimate the amount of working time lost. See Exhibit G.

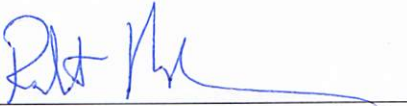
15. It is also my understanding that many evacuees had to clean their residences after the evacuation was lifted because of residue from the fire. For cleaning expenses, I would multiple the average cost (wage & benefits) for an hour of a housecleaner's time by the average amount of time it would take an individual to clean property of such residue and add reasonable expenses for supplies. This number is then multiplied by number of total households.

16. The value of a dollar in 2022 is not equal to the value of a dollar in 2024 due to the time-value of money. Thus, it would be appropriate to adjust past losses for pre-judgment interest.

This is because economic losses, if invested instead of lost, could have grown with interest. *See Downes v. Volkswagen of America, Inc.*, 41 F.3d 1132, 1144 (7th Cir. 1994).

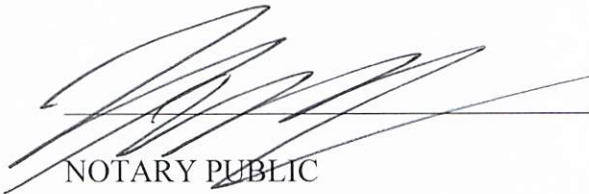
17. Given the documents and information provided by the Plaintiffs and their attorneys and given the applicable economic information available for the analysis, I believe my formula employs reasonable inferences to ascertain typical damages for residents subject to the evacuation order. The methods described above are a standard and reliable means of estimating values across large groups of people.

This is the 28th day of October, 2024.


Robert Nordlander

Guilford County, North Carolina

Sworn to and subscribed before me
this the 28th day of October, 2024.


NOTARY PUBLIC

MICHAEL I. CHANEY
Notary Public, North Carolina
Guilford County
My Commission Expires
August 02, 2026

My Commission expires: 08/02/26

Exhibit A
to Affidavit of Robert Nordlander

ROBERT NORDLANDER CPA, CFE

4004 Ballard Farm Road, Colfax, NC 27235 | (336) 421-2392 | robert@nordlandercpa.com

Web: www.robertnordlander.com www.nordlandercpa.com www.fraudfighterpodcast.com

PROFESSIONAL SUMMARY

Highly accomplished forensic accountant with proven expertise in financial litigation and an extensive background as an IRS Senior Special Agent. Wide experience in federal court proceedings through my investigatory work, consultancy services, and acting as an expert witness.

PUBLICATIONS

Criminal Tax Secrets: What Every Defense Attorney Should Know, Nordlander CPA, PLLC, 2022.

Unpaid Payroll Taxes: A Time Bomb You Can Defuse, Nordlander CPA, PLLC, 2023.

"How CPAs Can Help Criminal Attorneys Evaluate Evidence and Tax Losses" *New Jersey Society of Certified Public Accountants*, March 31, 2023

SKILLS

- Certified Fraud Examiner
- Forensic Accounting
- Fraud Examination
- Federal Taxation
- Criminal Investigations
- Resolving IRS Problems
- Expert Witness
- Litigation Support
- Asset Tracing
- Identifying Discrepancies

WORK HISTORY

Principal Member | *Nordlander CPA, PLLC* | Greensboro, NC | March 2021 - Current

- Managing a forensic accounting and tax resolution firm, specializing in complex financial litigation matters.
- Serving as a consultant to attorneys and an expert witness, as required.
- Utilizing my 20+ years of experience in federal criminal court to conduct examinations and prepare for litigation.
- Specializing in the areas of criminal tax and money laundering investigations.
- Applying comprehensive knowledge of forensic-accounting techniques and methodology.
- Handling varied investigation processes, such as interviewing, gathering evidence, case management and asset tracing.
- Representing individuals and businesses who need help resolving their tax matters with the IRS and other tax agencies.
- Delivering expert presentations to various CPA and attorney associations.

Senior Special Agent | *Internal Revenue Service-Criminal Investigation* | Greensboro, NC | June 2000 - March 2021

- Applied my forensic accounting expertise to conduct large federal tax and money laundering criminal investigations.
- Worked on multi-million dollar cases, both in the United States and internationally.
- Investigated potential criminal violations of the Internal Revenue Code and related financial crimes.
- Engaged in case development, prosecution recommendation, recreating financial records and interviewing.
- Testified in federal court, and practically applied understanding of federal rules of evidence and procedures, and U.S. sentencing guidelines.
- Conducted arrests, served search & seizure warrants, and participated in surveillance/undercover operations.
- Served as a subject matter expert in the field of cryptocurrency.
- Over the course of my time in post I served as Acting Supervisor, Use of Force Coordinator, Certified Academy Instructor, FBI Joint Terrorism Task Force, Cybercrime Coordinator, and
- Provided coaching and mentoring for new special agents in my role as On the Job Instructor.

Accounting Instructor | *Bob Jones University* | Greenville, SC | August 1998 - June 2000

- Devised and implemented new syllabi and day-to-day instruction to align educational strategies with industry best practices.
- Taught a range of accounting courses, such as Principles of Accounting, Intermediate Accounting, Cost Accounting and Federal Taxation.
- Defined and articulated learning outcomes, including performance metrics, to improve student-learning.
- Created tests and assessed students' ability, knowledge and understanding.

EDUCATION

Master of Business Administration

UNC Greensboro | 1998

B.S. in Accounting

Bob Jones University | Greenville, SC | 1991

AWARDS / HONORS

- **Appreciation Award:** United States Attorney's Office, Middle District of North Carolina
- **Director's Award:** North Carolina Alcohol Law Enforcement Agency
- **Leadership Award:** United States Attorney's Office, Eastern District of Virginia
- **Albert Gallatin Award:** United States Treasury

TRAINING & LICENSES

- CPA License, North Carolina State Board of CPA Examiners (1996)
- Certified Fraud Examiner (CFE), Association of Certified Fraud Examiners (2021)
- Reactor Certification (Tracing Cryptocurrency), Chainalysis Inc. (2019)
- Certified Criminal Investigator, Federal Law Enforcement Training Center (2000)
- Firearms Training (Instructor), Federal Law Enforcement Training Center
- Use of Force/Building Entry/Active Shooter (Instructor), IRS-Criminal Investigation

EXPERT TESTIMONY

Federal Criminal Court, Northern District of Georgia (#1:21-cr-00231), August 2023

- Testified about conservation easements and IRS auditing procedures.

Bankruptcy Court, Eastern District of North Carolina (#22-00397-5), March 2022

- Re: Baxley Corporation, LLC: Testified about the review of corporate books and records, emails, and other financial documents of the debtor.
- Gave opinion on the analysis of the records, the apparent destruction of records, and the findings of fraudulent activity.

ASSOCIATIONS / MEMBERSHIPS

- American Institute of Certified Public Accountants
- Association of Certified Fraud Examiners
- Accountant / Lawyer Alliance

RECENT PRESENTATIONS

Ohio Society of CPAs, Virtual (August 2023)

Virtual presentation for the Ohio Society of CPAs. The audience was CPAs. "Money Laundering 101 for CPAs": How to define, recognize money laundering violations and common schemes of money laundering.

Eastern Bankruptcy Institute, Myrtle Beach, SC (June 2023)

A guest of the Bankruptcy Administrator for the Eastern District of North Carolina for their annual retreat on bankruptcy matters. The audience was bankruptcy trustees, attorneys, and judges.

"Finding Assets": How to find assets through tax records and bank documents, including efficient bank data conversion to Excel.

"Forensic Accounting in Bankruptcy": A case study from public records about bankruptcy fraud

CPA Crossings, LLC, Virtual (May 2023)

Various additional presentations sponsored by CPA Crossings, LLC for CPAs nationwide to receive continuing education credits.

- Unpaid Payroll Taxes: A Time Bomb You Can Defuse (2 hour CPE)
- Start a Forensic Accounting Practice with Confidence (4 hour CPE)
- Money Laundering 101 for CPAs (4 hour CPE)
- Circular 230 and Rogue Return Preparers (2 hour CPE)

Nail Finance Conference, Anaheim, CA (Jan 2023)

"Avoiding a Criminal Tax Investigation" and "Forensic Accounting": Live presentations to nail salon owners and vendors about the role of criminal tax investigations in tax compliance, the common areas of non-compliance in the industry, and how forensic accounting is implemented on financial investigations and disputes.

Minnesota Association of Certified Public Accountants, Virtual (Nov 2022)

"Tales from the Dark Side: IRS Enforcement of Cryptocurrency": A virtual presentation to Certified Public Accountants on how cryptocurrency works and examples of how IRS-CI investigated cryptocurrency related crimes.

"False Tax Returns: Why CPAs and Their Clients Go to Prison": A virtual presentation to Certified Public Accountants on how IRS-CI finds, evaluates, investigates, and prosecutes tax crimes with false tax returns.

Association of Certified Fraud Examiners Las Vegas Chapter, Virtual (June 2022)

"Lifecycle of IRS-Criminal Investigation and Bankruptcy Cases": A virtual presentation to Certified Fraud Examiners on the tools, methods, and evaluation of various tax crimes, including bankruptcy fraud.

North Carolina Bar Association: Bankruptcy Section / Federal Public Defenders Office, Virtual (Nov & Dec 2021)

"Bitcoin and Cryptocurrency": Two presentations to attorneys, covering cryptocurrency and the effect on law firms.

Accountant/Lawyer Alliance Community, Virtual (Nov 2021 & Nov 2022)

"Taxes and Cryptocurrency": A virtual presentation to attorneys and CPAs on the federal tax implications of purchasing, owning, and selling cryptocurrency.

North Carolina Association of Certified Public Accountants, Greensboro, NC (Nov 2021)

"False Tax Returns: How CPAs and Their Clients Go to Prison": A presentation to CPAs on how the IRS develops, investigates, and prosecutes false tax returns.

Minnesota Association of Certified Public Accountants, Virtual (Nov 2021)

"The Lifecycle of a Criminal Tax Investigation": A virtual presentation to CPAs on how the IRS evaluates, investigates, and prosecutes criminal tax violations.

American Society of Tax Problem Solvers, Dallas, TX (Nov 2021)

"Unpaid Payroll Taxes: The Quickest Way to Prison": A presentation to attorneys, enrolled agents and CPAs on the civil and criminal ramifications on unpaid payroll taxes.

CPA Crossings, LLC, Virtual (August 2021)

Various presentations sponsored by CPA Crossings, LLC for CPAs nationwide to receive continuing education credits.

- The Lifecycle of a Criminal Tax Investigation (2 hour CPE)
- False Tax Returns: How CPAs And Their Clients Go To Prison (2 hour CPE)
- Unpaid Payroll Taxes: The Quickest Way To Prison (2 hour CPE)
- Forensic Accounting: When The Office Is A Crime Scene (4 hour CPE)
- Podcasts: How To Market Your Expertise To Get More Clients (1 hour CPE)

Association of Certified Anti-Money Laundering Specialists, Virtual (August 2021)

Panel member discussing the global investigation on *Welcome to Video*: a child exploitation darknet website facilitated by Bitcoin.

Accountant/Lawyer Alliance Community, Virtual (June 2021 & 2022)

"Forensic Accounting: When Office Is a Crime Scene": What attorneys and CPAs need to know about how to investigate, search, preserve, and analyze evidence obtained in an embezzlement scheme, and how to write the report for any civil and criminal proceedings.

North Carolina Bar Association, Raleigh, NC (May 2021)

"How a Civil Tax Case Becomes a Criminal Fraud Investigation": Spoke to attorneys about the fraud referral process, how to stop civil actions from becoming a criminal investigation, and best practices if their client is subject to a criminal tax investigation.

Buncombe County Bar Association, Asheville, NC; Mecklenburg County Bar Association, Charlotte, NC; Forsyth County Bar Association, Winston-Salem, NC (April & May 2021)

Virtual presentations to attorneys on Bitcoin and cryptocurrency and their impact on bankruptcy, divorce, estate planning, and criminal defense law firms.

United States Probation Office & United States Attorney's Office, Virtual (March 2021)

Bitcoin and cryptocurrency in criminal investigations. The audience was probation officers and federal prosecutors.

Association of Certified Anti-Money Laundering Specialists, Virtual (March 2021)

Spoke to nationwide members about the use of suspicious activity reports from financial institutions in criminal investigations.

Internal Revenue Service, Criminal Investigation, Charlotte Field Office, Greensboro, NC (Feb 2021)

Presentation to IRS Criminal Investigation special agents and professional staff about open-source intelligence gathering, preservation requests and court orders for cybercrime investigations.

Internal Revenue Service, Criminal Investigation, Charlotte Field Office, Greensboro, NC (Oct 2020)

Best practices in criminal fraud referrals for IRS revenue officers. The audience was employees of the civil section of the Internal Revenue Service.

North Carolina Congressional Liaisons, Greensboro, NC (Sept 2019)

Spoke to NC congressional liaisons on the importance of the IRS, Criminal Investigation in Bitcoin, and cryptocurrency investigations.

High Point University, High Point, NC (Nov 2019)

The role of the IRS, Criminal Investigation in financial investigations, and mock investigations for accounting students.

Wake Forest University, Winston-Salem, NC (Nov 2018 & 2019)

The role of the IRS, Criminal Investigation in financial investigations, abusive tax shelters, and burden of proof in court, plus a mock investigation for Master of Accounting students.

International Law Enforcement Academy, El Salvador (June 2018)

A week of classes in forensic accounting in criminal investigations, including net worth and expenditure method of proof. Taught law enforcement officers and financial analysts from South America, Central America, and the Caribbean.

North Carolina Alcohol Law Enforcement, Greensboro, NC (May 2018)

Presentation to special agents on the principles of money laundering and elements of federal money laundering violations.

United States Attorney's Office, Durham, NC (Nov 2014)

Delivered an identity theft training session to local police department officers and state prosecutors.

United States Embassy, Jakarta, Indonesia (Aug 2010)

Forensic accounting in criminal investigations, including the net worth and expenditure method of proof. One week class consisted of role playing, presentations, and financial calculations. Students were law enforcement officers and lawyers from Indonesia and East Timor.

PODCAST

- Host of *Fraud Fighter* podcast (available on iTunes, Spotify, and Google), a bi-weekly podcast identifying the best tools, practices, opportunities, and people to answer questions about fraud and forensic accounting.

Exhibit B
to Affidavit of Robert Nordlander
[UNDER SEAL]

Exhibit C
to Affidavit of Robert Nordlander
[FILED UNDER SEAL]

Exhibit D
to Affidavit of Robert Nordlander

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North Carolina Per Diem Rates for FY 2022

There are ten areas in North Carolina for which location-specific per diem rates are specified by the federal government. For travel to areas within North Carolina that do not have specified per diem rates, the general per diem rates are used.

The per diem rates shown here are effective beginning **October 2021**. For a full schedule of per diem rates by month and year for these areas, click on any of the North Carolina destination names below.

General North Carolina Per Diems:

\$96.00

per night lodging

\$59.00

per day meals

Destination ▲	County	Meal Rate	Lodging Rate
Asheville	Buncombe County	\$64.00	\$120.00
Atlantic Beach / Morehead City	Carteret County	\$64.00	\$100.00
Chapel Hill	Orange County	\$74.00	\$111.00
Charlotte	Mecklenburg County	\$69.00	\$129.00
Durham	Durham County	\$64.00	\$115.00
Fayetteville	Cumberland County	\$64.00	\$109.00
Greensboro	Guilford County	\$64.00	\$112.00
Kill Devil Hills	Dare County	\$74.00	\$96.00
Raleigh	Wake County	\$64.00	\$123.00
Wilmington	New Hanover County	\$59.00	\$119.00

Per-diems for other cities in North Carolina:

If you are traveling to a city in North Carolina that does not have a specific per diem rate the standard per-diem rates of **\$96.00 per night** for lodging and **\$59.00 per day** for meals and incidentals apply.

** This Document Provided By **www.FederalPay.org** - The Civil Employee's Resource **

Source: www.federalpay.org/perdiem/2022/northcarolina

Exhibit E
to Affidavit of Robert Nordlander

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News Release Information

23-1473-ATL
Friday, June 30, 2023

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BLInfoAtlanta@bls.gov
www.bls.gov/regions/southeast

Media contact:

(404) 893-4220

Related Links

[OEWS Charts](#)

Occupational Employment and Wages in Winston-Salem — May 2022

Workers in the Winston-Salem, NC Metropolitan Statistical Area had an average (mean) hourly wage of \$26.14 in May 2022, 12 percent below the nationwide average of \$29.76, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Victoria G. Lee noted that, after testing for statistical significance, wages in the local area were lower than their respective national averages in 21 of the 22 major occupational groups, including arts, design, entertainment, sports, and media; construction and extraction; and sales and related. Educational instruction and library was the only group that had a significantly higher wage than its respective national average.

When compared to the nationwide distribution, Winston area employment was more highly concentrated in 6 of the 22 occupational groups, including production, healthcare practitioners and technical, and transportation and material moving. Sixteen groups had employment shares significantly below their national representation, including management, computer and mathematical, and business and financial operations. (See [table A.](#))

Table A. Occupational employment and wages by major occupational group, United States and the Winston metropolitan area, and measures of statistical significance, May 2022

Major occupational group	Percent of total employment		Mean hourly wage (\$)		
	United States	Winston	United States	Winston	Percent difference (1)
Total, all occupations	100.0	100.0	29.76	26.14*	-12
Management	6.7	5.4*	63.08	58.20*	-8
Business and financial operations	6.5	5.5*	41.39	36.47*	-12
Computer and mathematical	3.4	2.2*	51.99	46.53*	-11
Architecture and engineering	1.7	1.0*	45.52	38.31*	-16
Life, physical, and social science	0.9	0.6*	40.21	33.11*	-18
Community and social service	1.6	1.0*	26.81	24.22*	-10
Legal	0.8	0.7*	59.87	49.75*	-17
Educational instruction and library	5.7	6.7*	30.41	32.29*	6
Arts, design, entertainment, sports, and media	1.4	0.9*	36.78	26.87*	-27

Footnotes:

(1) A positive percent difference measures how much the mean wage in the Winston-Salem, NC Metropolitan Statistical Area is above the national mean wage, while a negative difference reflects a lower wage.

* The mean hourly wage or percent share of employment is significantly different from the national average of all areas at the 90-percent confidence level.

Major occupational group	Percent of total employment		Mean hourly wage (\$)		
	United States	Winston	United States	Winston	Percent difference (1)
Healthcare practitioners and technical	6.1	9.0*	46.52	44.86*	-4
Healthcare support	4.6	4.2*	17.10	16.24*	-5
Protective service	2.3	1.9*	25.97	20.51*	-21
Food preparation and serving related	8.5	8.7*	15.45	13.10*	-15
Building and grounds cleaning and maintenance	2.9	2.7*	17.26	14.75*	-15
Personal care and service	1.9	1.6*	17.41	15.21*	-13
Sales and related	8.9	9.5*	24.22	19.70*	-19
Office and administrative support	12.6	12.0*	21.90	19.83*	-9
Farming, fishing, and forestry	0.3	0.1*	18.21	17.16*	-6
Construction and extraction	4.1	3.5*	28.08	21.88*	-22
Installation, maintenance, and repair	3.9	3.7*	26.77	23.77*	-11
Production	5.9	9.0*	21.81	20.04*	-8
Transportation and material moving	9.2	10.3*	21.12	17.80*	-16
Footnotes: (1) A positive percent difference measures how much the mean wage in the Winston-Salem, NC Metropolitan Statistical Area is above the national mean wage, while a negative difference reflects a lower wage. * The mean hourly wage or percent share of employment is significantly different from the national average of all areas at the 90-percent confidence level.					

One occupational group—production—was chosen to illustrate the diversity of data available for any of the 22 major occupational categories. Winston had 24,160 jobs in production, accounting for 9.0 percent of local area employment, significantly higher than the 5.9-percent share nationally. The average hourly wage for this occupational group locally was \$20.04, significantly below the national wage of \$21.81.

Some of the larger detailed occupations within the production group included miscellaneous assemblers and fabricators (4,230), first-line supervisors of production and operating workers (1,850), metal and plastic molding, coremaking, and casting machine setters, operators, and tenders (1,740), and inspectors, testers, sorters, samplers, and weighers (1,700). Among the higher-paying jobs in this group were power plant operators (\$32.36), first-line supervisors of production and operating workers (\$31.30), and computer numerically controlled tool programmers (\$31.10). At the lower end of the wage scale were textile, garment, and related materials pressers (\$11.82) and laundry and dry-cleaning workers (\$12.04). (Detailed data for the production occupations are presented in [table 1](#); for a complete listing of detailed occupations available go to www.bls.gov/oes/current/oes_49180.htm.)

Location quotients allow us to explore the occupational make-up of a metropolitan area by comparing the composition of jobs in an area relative to the national average. (See [table 1](#).) For example, a location quotient of 2.0 indicates that an occupation accounts for twice the share of employment in the area than it does nationally. In the Winston area, above-average concentrations of employment were found in many of the occupations within the production group. For instance, textile winding, twisting, and drawing out machine setters, operators, and tenders were employed at 13.7 times the national rate in Winston, and synthetic and glass fibers extruding and forming machine setters, operators, and tenders, at 7.1 times the U.S. average. Packaging and filling machine operators and tenders had a location quotient of 1.0 in Winston, indicating that this particular occupation’s local and national employment shares were similar.

These statistics are from the Occupational Employment and Wage Statistics (OEWS) survey, a federal-state cooperative program between BLS and State Workforce Agencies, in this case, the North Carolina Department of Commerce.

Changes to the Occupational Employment and Wage Statistics (OEWS) Data

The May 2022 OEWS estimates use the model-based (MB3) estimation method implemented with the May 2021 estimates release. Additional updates were made to the MB3 wage processing methodology for May 2022. For more information, see the [May 2022 Survey Methods and Reliability Statement](#).

The May 2022 estimates are the first OEWS estimates to be produced using the 2022 NAICS, which replaces the 2017 NAICS used for the May 2017-May 2021 estimates. See [North American Industry Classification System \(NAICS\) at BLS](#) for details.

Technical Note

The Occupational Employment and Wage Statistics (OEWS) survey is a semiannual survey measuring occupational employment and wage rates for wage and salary workers in nonfarm establishments in the United States. The OEWS data available from BLS include cross-industry occupational employment and wage estimates for the nation; over 580 areas, including states and the District of Columbia, metropolitan statistical areas (MSAs), nonmetropolitan areas, and territories; national industry-specific estimates at the NAICS sector, 3-digit, most 4-digit, and selected 5- and 6-digit industry levels, and national estimates by ownership across all industries and for schools and hospitals. OEWS data are available at www.bls.gov/oes/tables.htm.

The OEWS survey is a cooperative effort between BLS and the State Workforce Agencies (SWAs). BLS funds the survey and provides the procedures and technical support, while the State Workforce Agencies collect most of the data. OEWS estimates are constructed from a sample of about 1.1 million establishments. Each year, two semiannual panels of approximately 179,000 to 187,000 sampled establishments are contacted, one panel in May and the other in November. Responses are obtained by Internet or other electronic means, mail, email, telephone, or personal visit. The May 2022 estimates are based on responses from six semiannual panels collected over a 3-year period: May 2022, November 2021, May 2021, November 2020, May 2020, and November 2019. The unweighted sampled employment of 80 million across all six semiannual panels represents approximately 57 percent of total national employment. The overall national response rate for the six panels, based on the 50 states and the District of Columbia, is 65.4 percent based on establishments and 62.5 percent based on weighted sampled employment. The sample in the Winston-Salem, NC Metropolitan Statistical Area included 2,209 establishments with a response rate of 74 percent. For more information about OEWS concepts and methodology, go to www.bls.gov/oes/current/oes_tec.htm.

A value that is statistically different from another does not necessarily mean that the difference has economic or practical significance. Statistical significance is concerned with the ability to make confident statements about a universe based on a sample. It is entirely possible that a large difference between two values is not significantly different statistically, while a small difference is, since both the size and heterogeneity of the sample affect the relative error of the data being tested.

Metropolitan area definitions

The substate area data published in this release reflect the standards and definitions established by the U.S. Office of Management and Budget.

The **Winston-Salem, NC Metropolitan Statistical Area** includes Davidson County, Davie County, Forsyth County, Stokes County, and Yadkin County.

For more information

Answers to frequently asked questions about the OEWS data are available at www.bls.gov/oes/oes_ques.htm. Detailed information about the OEWS program is available at www.bls.gov/oes/oes_doc.htm.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Employment and wage data for production occupations, Winston metropolitan area, May 2022

Occupation (1)	Employment		Mean wages (\$)	
	Level (2)	Location quotient (3)	Hourly	Annual (4)
Production occupations	24,160	1.5	20.04	41,670
First-line supervisors of production and operating workers	1,850	1.6	31.30	65,110
Electrical, electronic, and electromechanical assemblers, except coil winders, tapers, and finishers	160	0.3	24.41	50,780
Engine and other machine assemblers	90	1.0	28.75	59,800
Structural metal fabricators and fitters	210	2.0	20.74	43,140
Miscellaneous assemblers and fabricators	4,230	1.6	18.12	37,690
Bakers	350	0.9	13.68	28,450
Butchers and meat cutters	160	0.7	17.09	35,550
Meat, poultry, and fish cutters and trimmers	130	0.6	15.60	32,440
Food batchmakers	160	0.5	14.44	30,030
Extruding and drawing machine setters, operators, and tenders, metal and plastic	310	2.7	22.69	47,190
Cutting, punching, and press machine setters, operators, and tenders, metal and plastic	590	1.8	22.88	47,590
Grinding, lapping, polishing, and buffing machine tool setters, operators, and tenders, metal and plastic	130	1.0	21.07	43,830
Machinists	960	1.7	23.47	48,830
Molding, coremaking, and casting machine setters, operators, and tenders, metal and plastic	1,740	5.8	17.42	36,230
Multiple machine tool setters, operators, and tenders, metal and plastic	230	0.9	19.86	41,310
Tool and die makers	110	1.0	28.15	58,550
Welders, cutters, solderers, and brazers	1,340	1.8	22.52	46,850
Welding, soldering, and brazing machine setters, operators, and tenders	140	2.4	21.51	44,750
Plating machine setters, operators, and tenders, metal and plastic	60	1.0	18.24	37,940
Prepress technicians and workers	60	1.2	22.09	45,940
Printing press operators	400	1.5	20.68	43,000
Print binding and finishing workers	70	1.0	18.51	38,490
Laundry and dry-cleaning workers	330	1.1	12.04	25,050
Pressers, textile, garment, and related materials	50	1.0	11.82	24,580
Sewing machine operators	640	3.0	14.45	30,060
Textile bleaching and dyeing machine operators and tenders	50	4.4	17.00	35,350
Textile cutting machine setters, operators, and tenders	80	3.9	17.24	35,850
Textile knitting and weaving machine setters, operators, and tenders	170	5.4	16.34	33,990
Textile winding, twisting, and drawing out machine setters, operators, and tenders	590	13.7	16.59	34,500
Extruding and forming machine setters, operators, and tenders, synthetic and glass fibers	190	7.1	20.67	43,000
Upholsterers	350	7.1	17.84	37,110
Textile, apparel, and furnishings workers, all other	150	6.3	15.79	32,850
Cabinetmakers and bench carpenters	270	1.6	15.04	31,280
Furniture finishers	50	2.0	16.05	33,380
Sawing machine setters, operators, and tenders, wood	100	1.2	14.90	31,000
Woodworking machine setters, operators, and tenders, except sawing	350	3.1	16.42	34,150

Footnotes:

(1) For a complete listing of all detailed occupations in the Winston-Salem, NC Metropolitan Statistical Area, see www.bls.gov/oes/current/oes_49180.htm.

(2) Estimates for detailed occupations may not sum to the totals due to rounding, and because the totals may include occupations that are not shown separately. Estimates do not include self-employed workers.

(3) The location quotient is the ratio of the area concentration of occupational employment to the national average concentration. A location quotient greater than one indicates the occupation has a higher share of employment than average, and a location quotient less than one indicates the occupation is less prevalent in the area than average.

(4) Annual wages have been calculated by multiplying the hourly mean wage by a 'year-round, full-time' hours figure of 2,080 hours; for those occupations where there is not an hourly mean wage published, the annual wage has been directly calculated from the reported survey data.

(5) Estimate not released.

Occupation (1)	Employment		Mean wages (\$)	
	Level (2)	Location quotient (3)	Hourly	Annual (4)
Power plant operators	(5)	(5)	32.36	67,300
Water and wastewater treatment plant and system operators	200	0.9	21.66	45,050
Chemical equipment operators and tenders	60	0.3	21.05	43,780
Separating, filtering, clarifying, precipitating, and still machine setters, operators, and tenders	80	0.8	20.28	42,190
Mixing and blending machine setters, operators, and tenders	210	1.1	18.87	39,240
Cutters and trimmers, hand	40	2.8	19.09	39,720
Cutting and slicing machine setters, operators, and tenders	330	3.4	18.62	38,730
Extruding, forming, pressing, and compacting machine setters, operators, and tenders	110	1.1	18.81	39,130
Inspectors, testers, sorters, samplers, and weighers	1,700	1.6	20.41	42,450
Jewelers and precious stone and metal workers	40	0.9	22.79	47,400
Dental laboratory technicians	40	0.7	25.96	54,000
Medical appliance technicians	60	2.0	(5)	(5)
Packaging and filling machine operators and tenders	680	1.0	16.87	35,080
Coating, painting, and spraying machine setters, operators, and tenders	430	1.6	20.01	41,620
Computer numerically controlled tool operators	250	0.8	24.57	51,100
Computer numerically controlled tool programmers	110	2.1	31.10	64,680
Adhesive bonding machine operators and tenders	130	6.1	18.33	38,130
Molders, shapers, and casters, except metal and plastic	60	0.8	21.85	45,450
Paper goods machine setters, operators, and tenders	410	2.5	19.06	39,640
Helpers--production workers	490	1.4	15.52	32,280
Production workers, all other	720	1.6	16.91	35,180
Footnotes: (1) For a complete listing of all detailed occupations in the Winston-Salem, NC Metropolitan Statistical Area, see www.bls.gov/oes/current/oes_49180.htm . (2) Estimates for detailed occupations may not sum to the totals due to rounding, and because the totals may include occupations that are not shown separately. Estimates do not include self-employed workers. (3) The location quotient is the ratio of the area concentration of occupational employment to the national average concentration. A location quotient greater than one indicates the occupation has a higher share of employment than average, and a location quotient less than one indicates the occupation is less prevalent in the area than average. (4) Annual wages have been calculated by multiplying the hourly mean wage by a 'year-round, full-time' hours figure of 2,080 hours; for those occupations where there is not an hourly mean wage published, the annual wage has been directly calculated from the reported survey data. (5) Estimate not released.				

Last Modified Date: Friday, June 30, 2023

Exhibit F
to Affidavit of Robert Nordlander



For release 10:00 a.m. (ET) Tuesday, September 20, 2022

USDL-22-1892

Technical information: (202) 691-6199 • ncsinfo@bls.gov • www.bls.gov/ect
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EMPLOYER COSTS FOR EMPLOYEE COMPENSATION - JUNE 2022

Employer costs for employee compensation for **civilian** workers averaged \$41.03 per hour worked in June 2022, the U.S. Bureau of Labor Statistics reported today. Wage and salary costs averaged \$28.31 and accounted for 69.0 percent of total costs, while benefit costs were \$12.72 and accounted for the remaining 31.0 percent. (See chart 1 and table 1.)

Total employer compensation costs for **private industry** workers averaged \$38.91 per hour worked in June 2022. Wage and salary costs averaged \$27.44 and accounted for 70.5 percent of employer costs, while benefit costs were \$11.47 and accounted for 29.5 percent. (See chart 1 and tables 1 and 4.)

State and local government employer costs averaged \$55.47 per hour worked. Wages and salaries averaged \$34.23 per hour worked and represented 61.7 percent of total compensation costs, while benefit costs averaged \$21.25 and accounted for the remaining 38.3 percent. (See chart 1 and tables 1 and 3.)

Chart 1. Employer costs per employee hour worked, June 2022

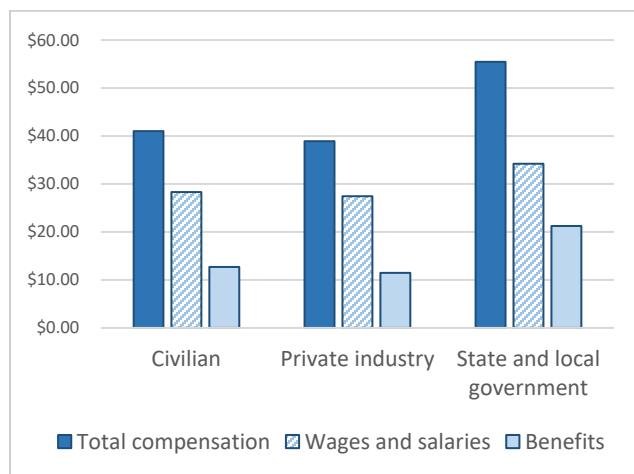
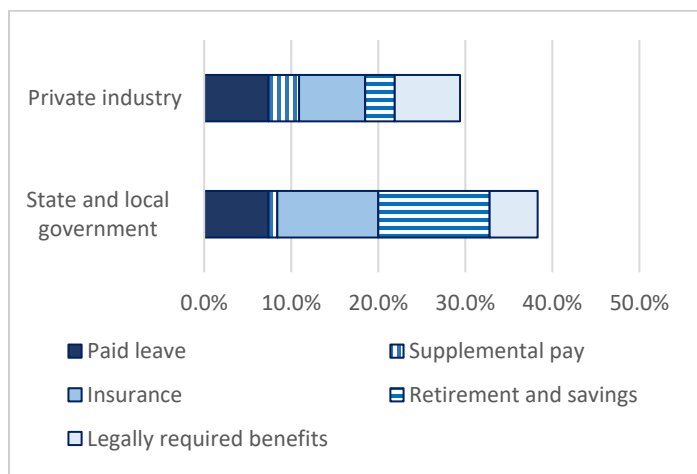


Chart 2. Benefit costs as a percent of total compensation, June 2022

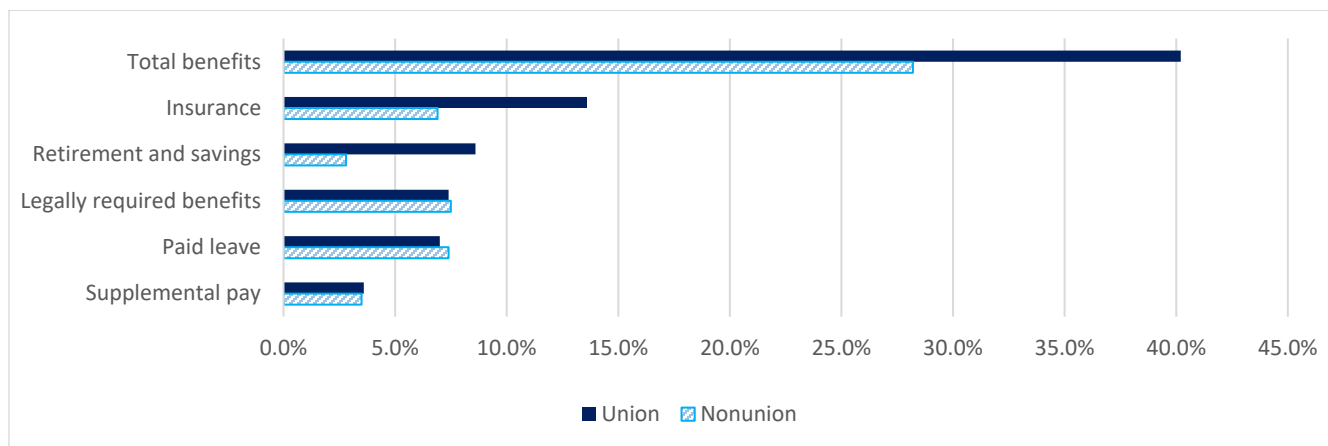


Benefit costs for **private industry** workers ranged from \$1.33 per hour worked for retirement and savings to \$2.96 for insurance. Insurance costs accounted for 7.6 percent of total compensation costs. **State and local government** benefit costs ranged from \$0.56 for supplemental pay to \$7.11 for retirement and savings. Retirement and savings costs accounted for 12.8 percent of total compensation costs. (See chart 2 and table 1.)

Private industry benefit costs

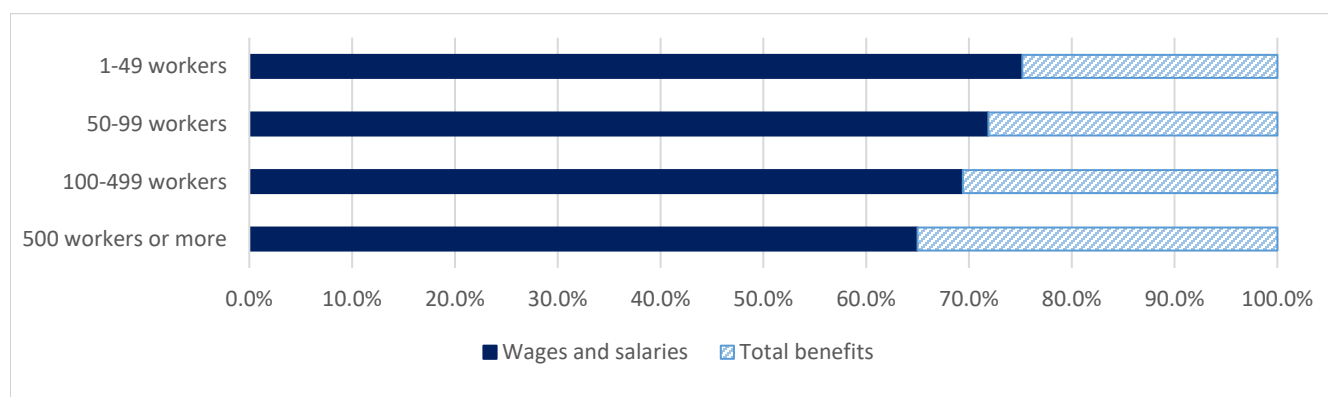
Benefit costs for union workers averaged \$20.60 per hour worked and accounted for 40.2 percent of total compensation costs. Union worker benefit costs ranged from \$1.84 for supplemental pay, accounting for 3.6 percent of total compensation costs, to \$6.99 for insurance, accounting for 13.6 percent of total compensation costs. Benefit costs for nonunion workers averaged \$10.65 and accounted for 28.2 percent of total compensation. Nonunion worker benefit costs ranged from \$1.06 for retirement and savings, accounting for 2.8 percent of total compensation costs, to \$2.85 for legally required benefits, accounting for 7.5 percent of total compensation costs. (See chart 3 and table 5.)

Chart 3. Private industry benefit costs as a percent of total compensation by bargaining status, June 2022



Benefit costs by establishment size ranged from \$7.82 per hour worked for establishments with 1-49 workers, accounting for 24.8 percent of total compensation costs, to \$19.41 for establishments with 500 workers or more, accounting for 35.0 percent of total compensation costs. (See chart 4 and table 6.)

Chart 4. Private industry wages and salaries and benefit costs as a percent of total compensation by establishment size, June 2022



For establishments with 1-49 workers, benefit costs ranged from \$0.69 per hour worked for retirement and savings, accounting for 2.2 percent of total compensation costs, to \$2.57 for legally required benefits, accounting for 8.2 percent of total compensation costs. For establishments with 500 workers or more, benefit costs ranged from \$2.75 for retirement and savings, accounting for 5.0 percent of total compensation costs, to \$5.10 for insurance, accounting for 9.2 percent of total compensation costs. (See table 6.)

Employer Costs for Employee Compensation for September 2022 is scheduled to be released on Thursday, December 15, 2022, at 10:00 a.m. (ET).

TECHNICAL NOTE

Employer Costs for Employee Compensation (ECEC), a product of the National Compensation Survey, provides the average employer cost for wages and salaries as well as benefits per hour worked. The ECEC covers the civilian economy, which includes data from both private industry and state and local government. Excluded from private industry are the self-employed, private household workers, and the agricultural sector. Federal government workers are excluded from the public sector.

Total benefit costs consist of five major categories and include 18 benefit costs:

- Paid leave - vacation, holiday, sick, and personal leave;
- Supplemental pay - overtime and premium, shift differentials, and nonproduction bonuses;
- Insurance - life, health, short-term and long-term disability;
- Retirement and savings - defined benefit and defined contribution; and
- Legally required benefits - Social Security [refers to Old-Age, Survivors, and Disability Insurance (OASDI) program], Medicare, federal and state unemployment insurance, and workers' compensation.

All workers are included in the benefit cost estimates including those that do not have plan access or do not participate. Costs are also affected by other factors such as cost sharing between employers and employees, plan features, and plan generosity. For the latest information on the percentage of workers with access to and participating in employer-sponsored benefit plans, including health care and retirement and savings plans, see www.bls.gov/ebs.

The National Compensation Measures provides additional details on the sample design, calculation methodology, and resources explaining changes over time, see www.bls.gov/opub/hom/ncs/home.htm.

Sample size: Data for this reference period were collected from a probability sample of approximately 29,600 occupational observations selected from a sample of about 7,400 private industry establishments and approximately 7,700 occupational observations selected from a sample of about 1,400 state and local government establishments that provided data at the initial interview. Beginning December 2021, an additional (fourth) private industry sample is used in estimation to mitigate the impact of decreasing response rates.

Measures of reliability: Relative standard errors (RSEs) provide users a tool to ascertain the quality of an estimate to ensure that it is within an acceptable range for their intended purpose. RSEs are available at www.bls.gov/ncs/ect/ecec-rse.htm and database query tool at www.bls.gov/ncs/ect/data.htm.

Comparisons: Compensation costs for state and local government should not be directly compared with costs for the private industry. Differences between these sectors stem from factors such as variation in work activities and occupational structures.

Classification systems: The National Compensation Survey publishes estimates of compensation costs and trends as well as benefit coverage by ownership, industry group, occupational group, and geographic areas, see www.bls.gov/ncs/national-compensation-survey-classification-systems-mapping-files.htm.

Additional information: Additional and historical ECEC estimates are available in the ECEC database query tool at www.bls.gov/ncs/ect/data.htm and in xlsx format at www.bls.gov/ncs/ect/tables.htm. The 2022 ECEC release schedule is available at www.bls.gov/schedule/news_release/ecec.htm. Subscribe to receive the BLS Economic News Release email at public.govdelivery.com/accounts/USDOLBLS/subscriber/new.

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Employer Costs for Employee Compensation by ownership
[June 2022]

Compensation component	Civilian workers ¹		Private industry workers		State and local government workers	
	Cost (\$)	Percent of compensation	Cost (\$)	Percent of compensation	Cost (\$)	Percent of compensation
Total compensation ²	41.03	100.0	38.91	100.0	55.47	100.0
Wages and salaries.....	28.31	69.0	27.44	70.5	34.23	61.7
Total benefits.....	12.72	31.0	11.47	29.5	21.25	38.3
Paid leave.....	3.03	7.4	2.87	7.4	4.10	7.4
Vacation.....	1.48	3.6	1.47	3.8	1.56	2.8
Holiday.....	0.90	2.2	0.86	2.2	1.16	2.1
Sick.....	0.47	1.2	0.39	1.0	1.05	1.9
Personal.....	0.18	0.4	0.15	0.4	0.33	0.6
Supplemental pay.....	1.27	3.1	1.37	3.5	0.56	1.0
Overtime and premium ³	0.35	0.8	0.36	0.9	0.25	0.5
Shift differentials.....	0.07	0.2	0.07	0.2	0.05	0.1
Nonproduction bonuses.....	0.85	2.1	0.94	2.4	0.26	0.5
Insurance.....	3.41	8.3	2.96	7.6	6.44	11.6
Life.....	0.05	0.1	0.04	0.1	0.08	0.1
Health.....	3.24	7.9	2.79	7.2	6.28	11.3
Short-term disability.....	0.08	0.2	0.08	0.2	0.03	0.1
Long-term disability.....	0.05	0.1	0.05	0.1	0.05	0.1
Retirement and savings.....	2.07	5.1	1.33	3.4	7.11	12.8
Defined benefit.....	1.25	3.0	0.46	1.2	6.64	12.0
Defined contribution.....	0.82	2.0	0.88	2.3	0.47	0.8
Legally Required benefits.....	2.94	7.2	2.93	7.5	3.03	5.5
Social Security and Medicare.....	2.32	5.6	2.31	5.9	2.36	4.3
Social Security ⁴	1.85	4.5	1.85	4.8	1.80	3.2
Medicare.....	0.47	1.1	0.46	1.2	0.56	1.0
Federal unemployment insurance.....	0.02	0.1	0.03	0.1	— ⁵	— ⁶
State unemployment insurance.....	0.14	0.3	0.14	0.4	0.07	0.1
Workers' compensation.....	0.47	1.1	0.45	1.2	0.60	1.1

¹ Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

² Includes costs for wages and salaries and benefits.

³ Includes premium pay for work (such as overtime, weekends, and holidays) in addition to the regular work schedule.

⁴ Social Security refers to the Old-Age, Survivors, and Disability Insurance (OASDI) program.

⁵ Cost per hour worked is \$0.01 or less.

⁶ Less than .05 percent.

Table 2. Employer Costs for Employee Compensation for civilian workers by occupational and industry group
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
Civilian workers ²	41.03	100.0	28.31	69.0	12.72	31.0	3.03	7.4	1.27	3.1	3.41	8.3	2.07	5.1	2.94	7.2
Occupational group																
Management, professional, and related.....	65.83	100.0	44.82	68.1	21.01	31.9	5.78	8.8	2.08	3.2	5.22	7.9	3.85	5.9	4.08	6.2
Management, business and financial.....	76.95	100.0	52.53	68.3	24.42	31.7	7.42	9.6	3.38	4.4	5.35	7.0	3.60	4.7	4.68	6.1
Professional and related.....	60.80	100.0	41.33	68.0	19.47	32.0	5.04	8.3	1.49	2.5	5.16	8.5	3.97	6.5	3.81	6.3
Teachers ³	66.14	100.0	44.67	67.5	21.48	32.5	3.51	5.3	0.27	0.4	6.41	9.7	7.85	11.9	3.43	5.2
Primary, secondary, and special education school teachers.....	65.67	100.0	43.24	65.8	22.43	34.2	3.12	4.7	0.24	0.4	7.10	10.8	8.86	13.5	3.12	4.7
Registered nurses.....	63.62	100.0	41.97	66.0	21.66	34.0	6.46	10.2	2.36	3.7	5.50	8.6	3.00	4.7	4.33	6.8
Sales and office.....	30.58	100.0	21.75	71.1	8.83	28.9	2.04	6.7	0.80	2.6	2.70	8.8	1.05	3.4	2.23	7.3
Sales and related.....	30.12	100.0	23.07	76.6	7.05	23.4	1.69	5.6	0.86	2.8	1.57	5.2	0.66	2.2	2.27	7.5
Office and administrative support....	30.87	100.0	20.90	67.7	9.96	32.3	2.27	7.3	0.76	2.5	3.42	11.1	1.31	4.2	2.20	7.1
Service.....	22.59	100.0	16.41	72.6	6.18	27.4	1.16	5.1	0.48	2.1	1.63	7.2	0.99	4.4	1.93	8.5
Natural resources, construction, and maintenance.....	41.61	100.0	27.99	67.3	13.62	32.7	2.31	5.6	1.51	3.6	3.57	8.6	2.53	6.1	3.69	8.9
Construction, extraction, farming, fishing, and forestry.....	42.93	100.0	28.49	66.4	14.44	33.6	1.89	4.4	1.59	3.7	3.72	8.7	3.21	7.5	4.03	9.4
Installation, maintenance, and repair.....	40.18	100.0	27.45	68.3	12.73	31.7	2.77	6.9	1.43	3.5	3.42	8.5	1.79	4.5	3.32	8.3
Production, transportation, and material moving.....	32.60	100.0	21.82	66.9	10.78	33.1	1.99	6.1	1.37	4.2	3.31	10.2	1.30	4.0	2.80	8.6
Production.....	31.51	100.0	21.04	66.8	10.47	33.2	1.95	6.2	1.58	5.0	3.34	10.6	1.02	3.2	2.58	8.2
Transportation and material moving.....	33.52	100.0	22.48	67.1	11.04	32.9	2.03	6.1	1.19	3.6	3.29	9.8	1.54	4.6	2.99	8.9
Industry group																
Education and health services.....	46.47	100.0	31.55	67.9	14.91	32.1	3.60	7.7	0.73	1.6	4.37	9.4	3.25	7.0	2.96	6.4
Educational services.....	57.08	100.0	37.60	65.9	19.48	34.1	3.62	6.3	0.30	0.5	6.03	10.6	6.49	11.4	3.04	5.3
Elementary and secondary schools.....	56.25	100.0	36.50	64.9	19.75	35.1	2.97	5.3	0.24	0.4	6.42	11.4	7.29	13.0	2.83	5.0
Junior colleges, colleges, and universities.....	64.59	100.0	42.69	66.1	21.90	33.9	5.67	8.8	0.41	0.6	6.19	9.6	5.98	9.3	3.65	5.6
Health care and social assistance....	40.73	100.0	28.29	69.5	12.44	30.5	3.59	8.8	0.97	2.4	3.47	8.5	1.50	3.7	2.92	7.2
Hospitals.....	55.04	100.0	36.03	65.5	19.01	34.5	5.34	9.7	1.93	3.5	5.42	9.9	2.68	4.9	3.63	6.6

¹ Includes costs for wages and salaries and benefits.

² Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

³ Includes postsecondary teachers; primary, secondary, and special education teachers; and other teachers and instructors.

Table 3. Employer Costs for Employee Compensation for state and local government workers by occupational and industry group
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
State and local government workers. . . .	55.47	100.0	34.23	61.7	21.25	38.3	4.10	7.4	0.56	1.0	6.44	11.6	7.11	12.8	3.03	5.5
Occupational group																
Management, professional, and related.....	66.21	100.0	42.25	63.8	23.95	36.2	4.55	6.9	0.44	0.7	7.02	10.6	8.57	12.9	3.38	5.1
Professional and related.....	64.20	100.0	41.24	64.2	22.96	35.8	4.03	6.3	0.42	0.6	6.99	10.9	8.27	12.9	3.26	5.1
Teachers ²	72.35	100.0	47.69	65.9	24.66	34.1	3.46	4.8	0.29	0.4	7.52	10.4	9.97	13.8	3.41	4.7
Primary, secondary, and special education school teachers.....	72.35	100.0	47.00	65.0	25.34	35.0	3.20	4.4	0.28	0.4	8.04	11.1	10.58	14.6	3.24	4.5
Sales and office.....	38.90	100.0	22.28	57.3	16.61	42.7	3.37	8.7	0.35	0.9	6.12	15.7	4.45	11.5	2.31	5.9
Office and administrative support....	39.07	100.0	22.32	57.1	16.74	42.9	3.38	8.7	0.36	0.9	6.20	15.9	4.49	11.5	2.31	5.9
Service.....	42.02	100.0	24.07	57.3	17.95	42.7	3.53	8.4	0.92	2.2	5.15	12.3	5.75	13.7	2.60	6.2
Industry group																
Education and health services.....	57.70	100.0	36.86	63.9	20.84	36.1	3.67	6.4	0.39	0.7	6.58	11.4	7.27	12.6	2.93	5.1
Educational services.....	59.14	100.0	37.99	64.2	21.15	35.8	3.48	5.9	0.28	0.5	6.69	11.3	7.78	13.1	2.92	4.9
Elementary and secondary schools.....	57.62	100.0	37.00	64.2	20.63	35.8	2.93	5.1	0.26	0.4	6.75	11.7	7.89	13.7	2.79	4.8
Junior colleges, colleges, and universities.....	64.26	100.0	41.34	64.3	22.92	35.7	5.36	8.3	0.35	0.5	6.48	10.1	7.35	11.4	3.37	5.2
Health care and social assistance....	49.78	100.0	30.64	61.6	19.14	38.4	4.76	9.6	0.98	2.0	5.94	11.9	4.45	8.9	3.00	6.0
Hospitals.....	52.71	100.0	33.10	62.8	19.61	37.2	5.01	9.5	1.13	2.1	5.92	11.2	4.39	8.3	3.15	6.0
Public administration.....	54.05	100.0	31.18	57.7	22.87	42.3	4.99	9.2	0.83	1.5	6.42	11.9	7.37	13.6	3.26	6.0

¹ Includes costs for wages and salaries and benefits.

² Includes postsecondary teachers; primary, secondary, and special education teachers; and other teachers and instructors.

Table 4. Employer Costs for Employee Compensation for private industry workers by occupational and industry group
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
Private industry workers.....	38.91	100.0	27.44	70.5	11.47	29.5	2.87	7.4	1.37	3.5	2.96	7.6	1.33	3.4	2.93	7.5
Occupational group																
Management, professional, and related occupations.....	65.72	100.0	45.58	69.3	20.14	30.7	6.14	9.3	2.57	3.9	4.69	7.1	2.46	3.7	4.29	6.5
Management, business, and financial occupations.....	76.80	100.0	53.02	69.0	23.78	31.0	7.39	9.6	3.71	4.8	5.13	6.7	2.81	3.7	4.74	6.2
Professional and related occupations.....	59.46	100.0	41.37	69.6	18.09	30.4	5.44	9.1	1.92	3.2	4.44	7.5	2.26	3.8	4.03	6.8
Sales and office occupations.....	29.89	100.0	21.71	72.6	8.18	27.4	1.93	6.5	0.84	2.8	2.42	8.1	0.77	2.6	2.22	7.4
Sales and related occupations.....	30.10	100.0	23.08	76.7	7.02	23.3	1.69	5.6	0.86	2.9	1.56	5.2	0.64	2.1	2.27	7.5
Office and administrative support occupations.....	29.74	100.0	20.71	69.6	9.03	30.4	2.11	7.1	0.82	2.8	3.03	10.2	0.87	2.9	2.19	7.4
Service occupations.....	19.91	100.0	15.35	77.1	4.56	22.9	0.83	4.2	0.42	2.1	1.15	5.8	0.33	1.6	1.83	9.2
Natural resources, construction, and maintenance occupations.....	41.11	100.0	27.97	68.0	13.14	32.0	2.16	5.3	1.56	3.8	3.36	8.2	2.32	5.6	3.74	9.1
Construction, extraction, farming, fishing, and forestry occupations..	42.56	100.0	28.55	67.1	14.01	32.9	1.71	4.0	1.66	3.9	3.48	8.2	3.05	7.2	4.11	9.7
Installation, maintenance, and repair occupations.....	39.56	100.0	27.35	69.1	12.21	30.9	2.65	6.7	1.45	3.7	3.23	8.2	1.53	3.9	3.34	8.5
Production, transportation, and material moving occupations.....	32.16	100.0	21.68	67.4	10.47	32.6	1.95	6.1	1.39	4.3	3.19	9.9	1.15	3.6	2.80	8.7
Production occupations.....	31.22	100.0	20.91	67.0	10.31	33.0	1.91	6.1	1.59	5.1	3.29	10.5	0.94	3.0	2.58	8.3
Transportation and material moving occupations.....	32.99	100.0	22.37	67.8	10.62	32.2	1.98	6.0	1.22	3.7	3.11	9.4	1.33	4.0	2.99	9.1
Industry and occupational group																
Goods-producing industries ²	42.90	100.0	29.00	67.6	13.90	32.4	2.75	6.4	1.94	4.5	3.75	8.7	1.97	4.6	3.49	8.1
Management, professional, and related occupations.....	72.38	100.0	49.59	68.5	22.79	31.5	6.48	9.0	3.02	4.2	5.17	7.1	3.32	4.6	4.79	6.6
Management, business, and financial occupations.....	76.18	100.0	53.27	69.9	22.91	30.1	6.77	8.9	3.09	4.1	5.02	6.6	3.01	4.0	5.01	6.6
Professional and related occupations.....	68.09	100.0	45.43	66.7	22.66	33.3	6.17	9.1	2.95	4.3	5.34	7.8	3.67	5.4	4.53	6.7
Sales and office occupations.....	36.59	100.0	26.37	72.1	10.22	27.9	2.31	6.3	1.23	3.4	3.02	8.3	0.94	2.6	2.73	7.4
Office and administrative support occupations.....	31.70	100.0	22.49	70.9	9.21	29.1	1.96	6.2	1.05	3.3	2.96	9.3	0.78	2.5	2.46	7.8
Natural resources, construction, and maintenance occupations.....	42.55	100.0	28.62	67.3	13.92	32.7	1.87	4.4	1.78	4.2	3.48	8.2	2.74	6.4	4.05	9.5
Construction, extraction, farming, fishing and forestry occupations.....	42.95	100.0	28.80	67.1	14.15	32.9	1.67	3.9	1.73	4.0	3.47	8.1	3.10	7.2	4.20	9.8
Installation, maintenance, and repair occupations.....	41.18	100.0	28.03	68.1	13.15	31.9	2.56	6.2	1.98	4.8	3.50	8.5	1.54	3.7	3.57	8.7
Production, transportation, and material moving occupations.....	32.93	100.0	21.65	65.7	11.28	34.3	2.04	6.2	1.81	5.5	3.61	11.0	1.09	3.3	2.73	8.3
Production occupations.....	32.99	100.0	21.63	65.6	11.35	34.4	2.10	6.4	1.82	5.5	3.73	11.3	1.02	3.1	2.67	8.1

See footnotes at end of table.

Table 4. Employer Costs for Employee Compensation for private industry workers by occupational and industry group — Continued
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
Transportation and material moving occupations.....	32.67	100.0	21.72	66.5	10.95	33.5	1.76	5.4	1.74	5.3	3.09	9.5	1.37	4.2	2.99	9.2
Construction industry.....	43.56	100.0	30.39	69.8	13.16	30.2	1.97	4.5	1.61	3.7	3.21	7.4	2.34	5.4	4.03	9.3
Manufacturing industry.....	42.44	100.0	28.17	66.4	14.27	33.6	3.21	7.6	2.09	4.9	4.07	9.6	1.75	4.1	3.15	7.4
Management, professional, and related occupations.....	74.44	100.0	50.15	67.4	24.28	32.6	7.01	9.4	3.19	4.3	5.54	7.4	3.77	5.1	4.78	6.4
Management, business, and financial occupations.....	80.00	100.0	54.93	68.7	25.07	31.3	7.62	9.5	3.35	4.2	5.48	6.9	3.58	4.5	5.04	6.3
Professional and related occupations.....	69.68	100.0	46.07	66.1	23.61	33.9	6.48	9.3	3.04	4.4	5.60	8.0	3.94	5.6	4.55	6.5
Sales and office occupations.....	36.33	100.0	25.40	69.9	10.93	30.1	2.60	7.2	1.37	3.8	3.27	9.0	1.10	3.0	2.60	7.1
Office and administrative support occupations.....	32.21	100.0	22.30	69.2	9.91	30.8	2.18	6.8	1.13	3.5	3.33	10.4	0.94	2.9	2.33	7.2
Natural resources, construction, and maintenance occupations...	46.60	100.0	29.01	62.2	17.59	37.8	3.16	6.8	2.69	5.8	4.87	10.4	3.22	6.9	3.67	7.9
Installation, maintenance, and repair occupations.....	45.32	100.0	29.38	64.8	15.94	35.2	3.29	7.3	2.55	5.6	4.56	10.1	1.96	4.3	3.58	7.9
Production, transportation, and material moving occupations....	32.55	100.0	21.33	65.5	11.22	34.5	2.09	6.4	1.79	5.5	3.67	11.3	1.03	3.1	2.66	8.2
Production occupations.....	32.81	100.0	21.47	65.4	11.34	34.6	2.12	6.5	1.81	5.5	3.75	11.4	1.00	3.1	2.65	8.1
Transportation and material moving occupations.....	30.99	100.0	20.48	66.1	10.51	33.9	1.87	6.0	1.63	5.2	3.14	10.1	1.17	3.8	2.71	8.7
Aircraft manufacturing industry....	89.07	100.0	50.27	56.4	38.80	43.6	7.74	8.7	5.34	6.0	7.93	8.9	12.66	14.2	5.13	5.8
Service-providing industries ³	38.12	100.0	27.13	71.2	10.99	28.8	2.90	7.6	1.26	3.3	2.81	7.4	1.21	3.2	2.82	7.4
Management, professional, and related occupations.....	64.98	100.0	45.13	69.5	19.85	30.5	6.10	9.4	2.51	3.9	4.64	7.1	2.36	3.6	4.23	6.5
Management, business, and financial occupations.....	76.91	100.0	52.98	68.9	23.93	31.1	7.50	9.7	3.81	5.0	5.15	6.7	2.77	3.6	4.69	6.1
Professional and related occupations.....	58.77	100.0	41.04	69.8	17.72	30.2	5.38	9.2	1.84	3.1	4.37	7.4	2.15	3.7	3.99	6.8
Sales and office occupations.....	29.41	100.0	21.37	72.7	8.04	27.3	1.91	6.5	0.81	2.8	2.37	8.1	0.76	2.6	2.19	7.4
Sales and related occupations....	29.26	100.0	22.46	76.8	6.79	23.2	1.62	5.5	0.83	2.8	1.51	5.2	0.61	2.1	2.22	7.6
Office and administrative support occupations.....	29.53	100.0	20.52	69.5	9.01	30.5	2.13	7.2	0.80	2.7	3.04	10.3	0.88	3.0	2.16	7.3
Service occupations.....	19.88	100.0	15.34	77.1	4.54	22.9	0.83	4.2	0.41	2.1	1.15	5.8	0.33	1.6	1.83	9.2
Natural resources, construction, and maintenance occupations.....	38.99	100.0	27.00	69.3	11.98	30.7	2.60	6.7	1.23	3.2	3.18	8.2	1.69	4.3	3.28	8.4
Installation, maintenance, and repair occupations.....	38.92	100.0	27.08	69.6	11.84	30.4	2.69	6.9	1.24	3.2	3.12	8.0	1.53	3.9	3.26	8.4
Production, transportation, and material moving occupations....	31.58	100.0	21.70	68.7	9.87	31.3	1.88	6.0	1.08	3.4	2.88	9.1	1.19	3.8	2.85	9.0
Production occupations.....	26.06	100.0	18.79	72.1	7.28	27.9	1.37	5.3	0.90	3.4	1.99	7.6	0.71	2.7	2.31	8.9
Transportation and material moving occupations.....	33.04	100.0	22.48	68.0	10.56	32.0	2.02	6.1	1.13	3.4	3.12	9.4	1.32	4.0	2.99	9.0
Trade, transportation, and utilities industry.....	32.95	100.0	23.54	71.4	9.41	28.6	2.16	6.6	0.98	3.0	2.51	7.6	1.15	3.5	2.61	7.9

See footnotes at end of table.

Table 4. Employer Costs for Employee Compensation for private industry workers by occupational and industry group — Continued
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
Management, professional, and related occupations.....	66.29	100.0	47.27	71.3	19.01	28.7	6.03	9.1	2.24	3.4	4.02	6.1	2.40	3.6	4.33	6.5
Management, business, and financial occupations.....	76.37	100.0	54.39	71.2	21.99	28.8	7.17	9.4	2.87	3.8	4.46	5.8	2.69	3.5	4.80	6.3
Professional and related occupations.....	51.94	100.0	37.15	71.5	14.78	28.5	4.40	8.5	1.34	2.6	3.41	6.6	1.98	3.8	3.65	7.0
Sales and office occupations.....	25.56	100.0	19.24	75.3	6.32	24.7	1.39	5.4	0.62	2.4	1.68	6.6	0.61	2.4	2.02	7.9
Sales and related occupations..	24.63	100.0	19.22	78.0	5.41	22.0	1.19	4.8	0.60	2.4	1.18	4.8	0.47	1.9	1.97	8.0
Office and administrative support occupations.....	27.30	100.0	19.28	70.6	8.02	29.4	1.77	6.5	0.66	2.4	2.62	9.6	0.87	3.2	2.11	7.7
Service occupations.....	22.20	100.0	16.26	73.2	5.94	26.8	1.15	5.2	0.60	2.7	1.53	6.9	0.75	3.4	1.91	8.6
Natural resources, construction, and maintenance occupations...	43.22	100.0	29.11	67.3	14.12	32.7	3.05	7.0	1.52	3.5	3.70	8.6	2.33	5.4	3.52	8.1
Installation, maintenance, and repair occupations.....	43.31	100.0	29.32	67.7	13.99	32.3	3.07	7.1	1.55	3.6	3.61	8.3	2.24	5.2	3.51	8.1
Production, transportation, and material moving occupations....	35.63	100.0	23.88	67.0	11.74	33.0	2.32	6.5	1.21	3.4	3.50	9.8	1.59	4.5	3.12	8.7
Transportation and material moving occupations.....	35.95	100.0	24.09	67.0	11.86	33.0	2.34	6.5	1.20	3.3	3.54	9.8	1.62	4.5	3.16	8.8
Wholesale trade industry.....	44.89	100.0	32.00	71.3	12.89	28.7	3.38	7.5	1.67	3.7	3.14	7.0	1.40	3.1	3.28	7.3
Sales and office occupations. ..	43.53	100.0	32.00	73.5	11.53	26.5	3.05	7.0	1.16	2.7	2.99	6.9	1.29	3.0	3.04	7.0
Office and administrative support occupations.....	29.95	100.0	21.09	70.4	8.86	29.6	2.06	6.9	1.02	3.4	2.78	9.3	0.74	2.5	2.26	7.5
Production, transportation, and material moving occupations.....	30.88	100.0	21.09	68.3	9.79	31.7	1.92	6.2	1.36	4.4	2.77	9.0	0.96	3.1	2.79	9.0
Transportation and material moving occupations.....	30.65	100.0	21.00	68.5	9.65	31.5	1.87	6.1	1.32	4.3	2.66	8.7	1.00	3.2	2.82	9.2
Retail trade industry.....	23.60	100.0	18.05	76.5	5.55	23.5	1.19	5.0	0.58	2.5	1.37	5.8	0.44	1.9	1.97	8.3
Sales and office occupations. ..	20.90	100.0	16.24	77.7	4.66	22.3	0.92	4.4	0.49	2.3	1.15	5.5	0.36	1.7	1.74	8.3
Sales and related occupations.....	20.25	100.0	16.02	79.1	4.23	20.9	0.81	4.0	0.50	2.5	0.92	4.5	0.29	1.4	1.72	8.5
Office and administrative support occupations.....	22.98	100.0	16.96	73.8	6.02	26.2	1.30	5.6	0.46	2.0	1.88	8.2	0.58	2.5	1.81	7.9
Production, transportation, and material moving occupations.....	23.44	100.0	16.79	71.6	6.65	28.4	1.17	5.0	0.64	2.7	1.97	8.4	0.58	2.5	2.28	9.7
Transportation and material moving occupations.....	23.09	100.0	16.59	71.8	6.50	28.2	1.13	4.9	0.64	2.8	1.88	8.2	0.53	2.3	2.31	10.0
Transportation and warehousing industry.....	40.70	100.0	26.96	66.2	13.74	33.8	2.91	7.2	1.22	3.0	4.23	10.4	2.06	5.0	3.32	8.2
Utilities industry.....	75.56	100.0	47.57	63.0	27.99	37.0	7.21	9.5	2.23	2.9	6.83	9.0	6.63	8.8	5.09	6.7
Information industry.....	64.25	100.0	42.58	66.3	21.67	33.7	6.23	9.7	3.02	4.7	5.65	8.8	2.68	4.2	4.09	6.4
Management, professional, and related occupations.....	82.43	100.0	54.99	66.7	27.44	33.3	8.53	10.3	4.21	5.1	6.61	8.0	3.05	3.7	5.04	6.1

See footnotes at end of table.

Table 4. Employer Costs for Employee Compensation for private industry workers by occupational and industry group — Continued
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
Professional and related occupations.....	75.75	100.0	50.31	66.4	25.44	33.6	7.59	10.0	3.65	4.8	6.47	8.5	2.98	3.9	4.75	6.3
Sales and office occupations.....	41.15	100.0	27.19	66.1	13.96	33.9	3.36	8.2	1.52	3.7	4.40	10.7	1.93 ⁴	4.7	2.75	6.7
Financial activities industry.....	54.84	100.0	36.57	66.7	18.26	33.3	4.82	8.8	3.37	6.2	4.76	8.7	1.90	3.5	3.40	6.2
Management, professional, and related occupations.....	81.33	100.0	53.28	65.5	28.05	34.5	7.83	9.6	6.11	7.5	6.20	7.6	3.15	3.9	4.77	5.9
Management, business, and financial occupations.....	81.97	100.0	53.69	65.5	28.28	34.5	7.77	9.5	6.62	8.1	6.10	7.4	3.07	3.7	4.72	5.8
Professional and related occupations.....	79.22	100.0	51.93	65.6	27.29	34.4	8.04	10.1	4.43	5.6	6.49	8.2	3.39	4.3	4.94	6.2
Sales and office occupations.....	39.36	100.0	26.81	68.1	12.56	31.9	3.07	7.8	1.76	4.5	4.03	10.2	1.21	3.1	2.50	6.3
Sales and related occupations..	53.67	100.0	38.72	72.1	14.95	27.9	3.98	7.4	2.75	5.1	3.45	6.4	1.63	3.0	3.14	5.9
Office and administrative support occupations.....	34.13	100.0	22.45	65.8	11.68	34.2	2.74	8.0	1.39	4.1	4.24	12.4	1.05	3.1	2.26	6.6
Finance and insurance industry. ..	62.24	100.0	40.95	65.8	21.29	34.2	5.64	9.1	4.20	6.8	5.41	8.7	2.36	3.8	3.67	5.9
Credit intermediation and related activities industry.....	55.01	100.0	36.60	66.5	18.41	33.5	5.15	9.4	2.96	5.4	5.02	9.1	1.97	3.6	3.31	6.0
Insurance carriers and related activities industry.....	56.34	100.0	37.04	65.7	19.30	34.3	5.03	8.9	3.10	5.5	5.34	9.5	2.31	4.1	3.53	6.3
Real estate and rental and leasing industry.....	34.05	100.0	24.29	71.3	9.76	28.7	2.53	7.4	1.04	3.1	2.93	8.6	0.61	1.8	2.65	7.8
Professional and business services industry.....	47.81	100.0	34.05	71.2	13.76	28.8	3.88	8.1	1.89	3.9	3.20	6.7	1.41	2.9	3.39	7.1
Management, professional, and related occupations.....	71.93	100.0	50.28	69.9	21.65	30.1	6.69	9.3	3.12	4.3	4.68	6.5	2.51	3.5	4.65	6.5
Management, business, and financial occupations.....	79.90	100.0	55.58	69.6	24.32	30.4	7.81	9.8	3.86	4.8	4.95	6.2	2.81	3.5	4.89	6.1
Professional and related occupations.....	66.47	100.0	46.66	70.2	19.82	29.8	5.92	8.9	2.62	3.9	4.50	6.8	2.30	3.5	4.48	6.7
Sales and office occupations.....	32.43	100.0	23.59	72.7	8.84	27.3	2.20	6.8	0.91	2.8	2.64	8.1	0.69	2.1	2.40	7.4
Office and administrative support occupations.....	29.60	100.0	21.13	71.4	8.46	28.6	2.10	7.1	0.85	2.9	2.73	9.2	0.61	2.1	2.18	7.4
Service occupations.....	22.42	100.0	17.18	76.6	5.24	23.4	1.00	4.5	0.66	2.9	1.32	5.9	0.20	0.9	2.07	9.2
Production, transportation, and material moving occupations....	24.28	100.0	18.21	75.0	6.07	25.0	0.91	3.7	0.99	4.1	1.45	6.0	0.35	1.4	2.37	9.8
Transportation and material moving occupations.....	26.56	100.0	19.48	73.4	7.08	26.6	1.04	3.9	1.29	4.9	1.76	6.6	0.37	1.4	2.62	9.9
Professional, scientific, and technical services industry.....	63.98	100.0	45.16	70.6	18.82	29.4	5.73	8.9	2.58	4.0	4.26	6.7	2.02	3.2	4.22	6.6
Administrative and waste services industry.....	27.30	100.0	20.49	75.1	6.81	24.9	1.45	5.3	0.78	2.9	1.74	6.4	0.47	1.7	2.37	8.7
Education and health services industry.....	41.25	100.0	29.09	70.5	12.16	29.5	3.57	8.6	0.89	2.2	3.34	8.1	1.38	3.3	2.98	7.2
Management, professional, and related occupations.....	55.15	100.0	38.69	70.2	16.45	29.8	5.19	9.4	1.21	2.2	4.23	7.7	2.03	3.7	3.78	6.9

See footnotes at end of table.

Table 4. Employer Costs for Employee Compensation for private industry workers by occupational and industry group — Continued
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
Management, business, and financial occupations.....	66.59	100.0	46.87	70.4	19.71	29.6	7.35	11.0	0.84	1.3	4.73	7.1	2.51	3.8	4.28	6.4
Professional and related occupations.....	54.02	100.0	37.89	70.1	16.13	29.9	4.98	9.2	1.25	2.3	4.19	7.7	1.99	3.7	3.73	6.9
Sales and office occupations.....	30.85	100.0	21.74	70.5	9.11	29.5	2.50	8.1	0.42	1.4	3.04	9.8	0.84	2.7	2.31	7.5
Office and administrative support occupations.....	29.43	100.0	20.50	69.7	8.92	30.3	2.36	8.0	0.45	1.5	3.06	10.4	0.86	2.9	2.20	7.5
Service occupations.....	23.80	100.0	17.13	72.0	6.67	28.0	1.46	6.2	0.58	2.4	2.05	8.6	0.58	2.4	1.99	8.4
Educational services industry.....	50.34	100.0	36.32	72.1	14.02	27.9	4.10	8.1	0.34	0.7	3.86	7.7	2.28	4.5	3.45	6.8
Management, professional, and related occupations.....	55.09	100.0	40.07	72.7	15.03	27.3	4.49	8.1	0.35	0.6	3.99	7.2	2.47	4.5	3.73	6.8
Management, business, and financial occupations.....	70.51	100.0	49.73	70.5	20.78	29.5	7.64	10.8	0.76 ⁴	1.1 ⁴	4.91	7.0	3.13	4.4	4.34	6.2
Professional and related occupations.....	52.02	100.0	38.14	73.3	13.88	26.7	3.86	7.4	0.27	0.5	3.81	7.3	2.34	4.5	3.61	6.9
Sales and office occupations. ..	32.79	100.0	22.11	67.4	10.69	32.6	2.72	8.3	0.20	0.6	4.04	12.3	1.50	4.6	2.23	6.8
Office and administrative support occupations.....	32.44	100.0	21.73	67.0	10.71	33.0	2.67	8.2	0.19	0.6	4.12	12.7	1.53	4.7	2.19	6.8
Service occupations.....	26.30	100.0	18.33	69.7	7.97	30.3	1.97	7.5	0.33	1.2	2.26	8.6	1.26	4.8	2.15	8.2
Junior colleges, colleges, universities and professional schools industry.....	65.18	100.0	45.09	69.2	20.10	30.8	6.22	9.5	0.52	0.8	5.66	8.7	3.55	5.4	4.14	6.4
Health care and social assistance industry.....	40.00	100.0	28.10	70.2	11.90	29.8	3.49	8.7	0.97	2.4	3.27	8.2	1.26	3.1	2.91	7.3
Registered nurse occupations...	63.99	100.0	42.48	66.4	21.51	33.6	6.64	10.4	2.46	3.8	5.34	8.3	2.61	4.1	4.46	7.0
Management, professional, and related occupations.....	55.16	100.0	38.39	69.6	16.78	30.4	5.35	9.7	1.41	2.6	4.29	7.8	1.94	3.5	3.79	6.9
Professional and related occupations.....	54.42	100.0	37.83	69.5	16.59	30.5	5.21	9.6	1.45	2.7	4.26	7.8	1.92	3.5	3.75	6.9
Sales and office occupations. ..	30.66	100.0	21.71	70.8	8.95	29.2	2.48	8.1	0.45	1.5	2.93	9.6	0.77	2.5	2.32	7.6
Office and administrative support occupations.....	29.11	100.0	20.37	70.0	8.73	30.0	2.33	8.0	0.47	1.6	2.95	10.1	0.79	2.7	2.20	7.5
Service occupations.....	23.72	100.0	17.09	72.1	6.63	27.9	1.45	6.1	0.59	2.5	2.05	8.6	0.56	2.4	1.99	8.4
Hospitals industry.....	55.53	100.0	36.64	66.0	18.89	34.0	5.41	9.7	2.10	3.8	5.32	9.6	2.33	4.2	3.73	6.7
Management, professional, and related occupations....	65.41	100.0	43.62	66.7	21.79	33.3	6.58	10.1	2.43	3.7	5.69	8.7	2.74	4.2	4.35	6.6
Registered nurse occupations.....	66.10	100.0	43.00	65.0	23.11	35.0	6.79	10.3	2.87	4.3	6.00	9.1	2.95	4.5	4.49	6.8
Service occupations.....	31.18	100.0	19.43	62.3	11.75	37.7	2.43	7.8	1.53	4.9	4.11	13.2	1.41	4.5	2.26	7.2
Nursing and residential care facilities industry.....	26.97	100.0	19.63	72.8	7.34	27.2	1.86	6.9	0.69	2.6	2.15	8.0	0.41	1.5	2.23	8.2
Management, professional, and related occupations....	40.76	100.0	29.64	72.7	11.13	27.3	3.27	8.0	1.05	2.6	2.95	7.2	0.78	1.9	3.07	7.5
Service occupations.....	21.66	100.0	15.79	72.9	5.88	27.1	1.30	6.0	0.59	2.7	1.82	8.4	0.26	1.2	1.91	8.8
Nursing care facilities industry..	29.33	100.0	21.23	72.4	8.11	27.6	2.02	6.9	0.83	2.8	2.42	8.3	0.47	1.6	2.36	8.1

See footnotes at end of table.

Table 4. Employer Costs for Employee Compensation for private industry workers by occupational and industry group — Continued
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
Management, professional, and related occupations. . . .	44.26	100.0	32.54	73.5	11.72	26.5	3.39	7.7	1.21	2.7	3.05	6.9	0.74	1.7	3.33	7.5
Service occupations.	22.32	100.0	15.92	71.3	6.40	28.7	1.37	6.1	0.68	3.1	2.10	9.4	0.34	1.5	1.91	8.6
Leisure and hospitality industry.	18.04	100.0	14.56	80.7	3.48	19.3	0.55	3.0	0.26	1.4	0.72	4.0	0.21	1.2	1.75	9.7
Sales and office occupations.	20.77	100.0	15.99	77.0	4.77	23.0	0.96	4.6	0.25	1.2	1.49	7.2	0.30	1.5	1.77	8.5
Service occupations.	16.39	100.0	13.43	82.0	2.95	18.0	0.36	2.2	0.23	1.4	0.54	3.3	0.17	1.0	1.64	10.0
Accommodation and food services industry.	17.02	100.0	13.80	81.1	3.22	18.9	0.45	2.6	0.26	1.5	0.65	3.8	0.18	1.1	1.68	9.9
Other services industry.	33.88	100.0	25.27	74.6	8.60	25.4	2.25	6.6	0.46	1.4	2.13	6.3	1.11	3.3	2.66	7.8

¹ Includes costs for wages and salaries and benefits.

² Includes mining, construction, and manufacturing. The agriculture, forestry, farming, and hunting sector is excluded.

³ Includes utilities; wholesale trade; retail trade; transportation and warehousing; information; finance and insurance; real estate and rental and leasing; professional, scientific, and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

⁴ The relative standard error for this estimate is equal to or greater than 30 percent.

Table 5. Employer Costs for Employee Compensation for private industry workers by bargaining and work status
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
Union workers.....	51.21	100.0	30.61	59.8	20.60	40.2	3.58	7.0	1.84	3.6	6.99	13.6	4.39	8.6	3.81	7.4
Goods-producing industries ²	56.47	100.0	32.20	57.0	24.27	43.0	3.03	5.4	2.66	4.7	7.99	14.1	6.18	10.9	4.41	7.8
Manufacturing industry.....	47.60	100.0	26.75	56.2	20.85	43.8	3.40	7.1	2.98	6.3	7.41	15.6	3.60	7.6	3.45	7.3
Service-providing industries ³	48.89	100.0	29.91	61.2	18.98	38.8	3.82	7.8	1.48	3.0	6.55	13.4	3.60	7.4	3.54	7.2
Trade, transportation, and utilities industry.....	47.34	100.0	28.89	61.0	18.45	39.0	3.57	7.5	1.44	3.0	6.39	13.5	3.59	7.6	3.45	7.3
Retail trade industry.....	26.56	100.0	16.72	62.9	9.85	37.1	1.57	5.9	0.56	2.1	3.86	14.5	1.74	6.6	2.11	8.0
Transportation and warehousing industry.....	56.06	100.0	34.28	61.2	21.78	38.8	4.41	7.9	1.76	3.1	7.56	13.5	4.06	7.2	3.99	7.1
Education and health services industry.....	58.98	100.0	35.64	60.4	23.34	39.6	5.24	8.9	1.95	3.3	7.94	13.5	4.13	7.0	4.08	6.9
Health care and social assistance industry.....	58.47	100.0	35.16	60.1	23.32	39.9	5.22	8.9	2.09	3.6	7.87	13.5	4.08	7.0	4.06	7.0
Nonunion workers.....	37.80	100.0	27.15	71.8	10.65	28.2	2.81	7.4	1.33	3.5	2.60	6.9	1.06	2.8	2.85	7.5
Goods-producing industries ²	40.44	100.0	28.42	70.3	12.02	29.7	2.70	6.7	1.81	4.5	2.98	7.4	1.21	3.0	3.32	8.2
Manufacturing industries.....	41.52	100.0	28.42	68.5	13.09	31.5	3.18	7.7	1.92	4.6	3.46	8.3	1.42	3.4	3.10	7.5
Service-providing industries ³	37.32	100.0	26.92	72.1	10.40	27.9	2.83	7.6	1.24	3.3	2.53	6.8	1.03	2.8	2.77	7.4
Trade, transportation, and utilities industries.....	30.74	100.0	22.72	73.9	8.03	26.1	1.94	6.3	0.91	3.0	1.91	6.2	0.78	2.5	2.48	8.1
Retail trade industries.....	23.37	100.0	18.15	77.7	5.22	22.3	1.16	5.0	0.59	2.5	1.17	5.0	0.34	1.5	1.96	8.4
Transportation and warehousing industries.....	33.30	100.0	23.44	70.4	9.86	29.6	2.19	6.6	0.95	2.9	2.63	7.9	1.09	3.3	3.00	9.0
Education and health services industries.....	40.09	100.0	28.66	71.5	11.43	28.5	3.46	8.6	0.82	2.1	3.04	7.6	1.20	3.0	2.91	7.3
Health care and social assistance industries.....	38.75	100.0	27.62	71.3	11.13	28.7	3.38	8.7	0.89	2.3	2.95	7.6	1.07	2.8	2.84	7.3
Full-time workers.....	45.11	100.0	31.14	69.0	13.97	31.0	3.59	8.0	1.72	3.8	3.73	8.3	1.67	3.7	3.26	7.2
Occupational group																
Management, professional and related occupations.....	68.01	100.0	46.80	68.8	21.22	31.2	6.46	9.5	2.74	4.0	5.03	7.4	2.61	3.8	4.37	6.4
Management, business, and financial occupations.....	77.44	100.0	53.38	68.9	24.06	31.1	7.49	9.7	3.76	4.9	5.19	6.7	2.84	3.7	4.77	6.2
Professional and related occupations.....	61.87	100.0	42.51	68.7	19.36	31.3	5.79	9.4	2.08	3.4	4.92	8.0	2.46	4.0	4.10	6.6
Sales and office occupations.....	34.95	100.0	24.67	70.6	10.28	29.4	2.56	7.3	1.09	3.1	3.17	9.1	1.00	2.9	2.46	7.0
Sales and related occupations....	41.39	100.0	30.74	74.3	10.64	25.7	2.82	6.8	1.38	3.3	2.55	6.2	1.04	2.5	2.85	6.9
Office and administrative support occupations.....	31.79	100.0	21.69	68.2	10.10	31.8	2.43	7.6	0.95	3.0	3.47	10.9	0.98	3.1	2.27	7.1
Service occupations.....	24.37	100.0	17.72	72.7	6.65	27.3	1.39	5.7	0.66	2.7	2.03	8.3	0.53	2.2	2.04	8.4
Natural resources, construction, and maintenance occupations.....	41.83	100.0	28.36	67.8	13.48	32.2	2.23	5.3	1.60	3.8	3.48	8.3	2.37	5.7	3.78	9.0
Construction, extraction, farming, fishing, and forestry occupations.....	42.93	100.0	28.77	67.0	14.16	33.0	1.74	4.0	1.68	3.9	3.55	8.3	3.06	7.1	4.13	9.6

See footnotes at end of table.

Table 5. Employer Costs for Employee Compensation for private industry workers by bargaining and work status — Continued
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
Installation, maintenance, and repair occupations.....	40.63	100.0	27.91	68.7	12.72	31.3	2.78	6.8	1.52	3.7	3.41	8.4	1.62	4.0	3.40	8.4
Production, transportation, and material moving occupations.....	34.32	100.0	22.84	66.6	11.48	33.4	2.21	6.4	1.56	4.5	3.57	10.4	1.27	3.7	2.87	8.4
Production occupations.....	32.31	100.0	21.41	66.3	10.89	33.7	2.04	6.3	1.69	5.2	3.52	10.9	1.01	3.1	2.63	8.1
Transportation and material moving occupations.....	36.54	100.0	24.42	66.8	12.13	33.2	2.40	6.6	1.41	3.9	3.63	9.9	1.56	4.3	3.13	8.6
Industry group																
Goods-producing industries ²	43.42	100.0	29.29	67.5	14.13	32.5	2.81	6.5	1.97	4.5	3.83	8.8	2.00	4.6	3.52	8.1
Construction industry.....	44.00	100.0	30.64	69.6	13.36	30.4	2.01	4.6	1.64	3.7	3.28	7.4	2.39	5.4	4.05	9.2
Manufacturing industry.....	42.99	100.0	28.47	66.2	14.52	33.8	3.29	7.6	2.12	4.9	4.16	9.7	1.77	4.1	3.18	7.4
Service-providing industries ³	45.58	100.0	31.66	69.5	13.92	30.5	3.81	8.4	1.65	3.6	3.70	8.1	1.58	3.5	3.18	7.0
Trade, transportation, and utilities industry.....	40.22	100.0	28.01	69.7	12.20	30.3	3.00	7.5	1.32	3.3	3.33	8.3	1.54	3.8	3.02	7.5
Information industry.....	69.41	100.0	45.72	65.9	23.69	34.1	6.74	9.7	3.37	4.9	6.24	9.0	2.97	4.3	4.37	6.3
Financial activities industry.....	57.02	100.0	37.85	66.4	19.18	33.6	5.09	8.9	3.57	6.3	5.01	8.8	2.01	3.5	3.50	6.1
Professional and business services industry.....	52.12	100.0	36.71	70.4	15.42	29.6	4.43	8.5	2.13	4.1	3.67	7.0	1.63	3.1	3.57	6.8
Education and health services industry.....	43.74	100.0	30.24	69.1	13.49	30.9	3.99	9.1	0.96	2.2	3.95	9.0	1.56	3.6	3.04	7.0
Leisure and hospitality industry. .	24.73	100.0	18.75	75.8	5.97	24.2	1.24	5.0	0.49	2.0	1.65	6.7	0.47	1.9	2.12	8.6
Other services industry.....	39.50	100.0	28.57	72.3	10.93	27.7	3.00	7.6	0.59	1.5	2.90	7.3	1.52	3.8	2.92	7.4
Part-time workers.....	20.78	100.0	16.60	79.9	4.18	20.1	0.77	3.7	0.36	1.7	0.73	3.5	0.34	1.6	1.98	9.6
Occupational group																
Management, professional and related occupations.....	45.81	100.0	34.98	76.4	10.83	23.6	3.37	7.4	1.01	2.2	1.73	3.8	1.10	2.4	3.62	7.9
Professional and related occupations.....	45.82	100.0	34.93	76.2	10.89	23.8	3.44	7.5	1.01	2.2	1.69	3.7	1.11	2.4	3.63	7.9
Sales and office occupations.....	18.45	100.0	15.01	81.3	3.44	18.7	0.53	2.9	0.26	1.4	0.71	3.9	0.26	1.4	1.68	9.1
Sales and related occupations. . .	16.69	100.0	13.98	83.8	2.71	16.2	0.34	2.1	0.24	1.4	0.39	2.3	0.17	1.0	1.57	9.4
Office and administrative support occupations.....	21.40	100.0	16.73	78.2	4.67	21.8	0.84	3.9	0.30	1.4	1.26	5.9	0.41	1.9	1.86	8.7
Service occupations.....	15.78	100.0	13.16	83.4	2.62	16.6	0.31	1.9	0.19	1.2	0.34	2.1	0.14	0.9	1.65	10.4
Production, transportation, and material moving occupations.....	22.04	100.0	16.26	73.8	5.78	26.2	0.73	3.3	0.61	2.7	1.42	6.5	0.56	2.5	2.47	11.2
Transportation and material moving occupations.....	22.96	100.0	16.58	72.2	6.37	27.8	0.78	3.4	0.67	2.9	1.66	7.2	0.68	2.9	2.58	11.2
Industry group																
Service-providing industries ³	20.70	100.0	16.55	80.0	4.15	20.0	0.77	3.7	0.35	1.7	0.73	3.5	0.33	1.6	1.97	9.5
Trade, transportation, and utilities industry.....	19.47	100.0	15.24	78.3	4.24	21.7	0.60	3.1	0.36	1.8	0.98	5.0	0.44	2.2	1.86	9.6

See footnotes at end of table.

Table 5. Employer Costs for Employee Compensation for private industry workers by bargaining and work status — Continued
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
Professional and business services industry.....	23.45	100.0	19.06	81.3	4.40	18.7	0.76	3.2	0.52	2.2	0.59	2.5	0.17	0.7	2.36	10.1
Education and health services industry.....	33.15	100.0	25.33	76.4	7.82	23.6	2.21	6.7	0.69	2.1	1.36	4.1	0.78	2.4	2.78	8.4
Leisure and hospitality industry. ..	14.47	100.0	12.32	85.1	2.15	14.9	0.18	1.2	0.13	0.9	0.22	1.6	0.07	0.5	1.54	10.7

¹ Includes costs for wages and salaries and benefits.

² Includes mining, construction, and manufacturing. The agriculture, forestry, farming, and hunting sector is excluded.

³ Includes utilities; wholesale trade; retail trade; transportation and warehousing; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

Table 6. Employer Costs for Employee Compensation for private industry workers by establishment size and industry group
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
All workers.....	38.91	100.0	27.44	70.5	11.47	29.5	2.87	7.4	1.37	3.5	2.96	7.6	1.33	3.4	2.93	7.5
1-99 workers.....	32.53	100.0	24.19	74.4	8.33	25.6	2.01	6.2	0.86	2.6	2.05	6.3	0.78	2.4	2.63	8.1
1-49 workers.....	31.49	100.0	23.67	75.2	7.82	24.8	1.89	6.0	0.78	2.5	1.89	6.0	0.69	2.2	2.57	8.2
50-99 workers.....	36.30	100.0	26.10	71.9	10.20	28.1	2.47	6.8	1.15	3.2	2.62	7.2	1.13	3.1	2.84	7.8
100 workers or more.....	46.97	100.0	31.53	67.1	15.44	32.9	3.96	8.4	2.02	4.3	4.12	8.8	2.03	4.3	3.31	7.0
100-499 workers.....	40.40	100.0	28.02	69.4	12.38	30.6	3.11	7.7	1.42	3.5	3.37	8.3	1.47	3.6	3.01	7.4
500 workers or more.....	55.48	100.0	36.08	65.0	19.41	35.0	5.05	9.1	2.80	5.1	5.10	9.2	2.75	5.0	3.70	6.7
Goods-producing industries ²	42.90	100.0	29.00	67.6	13.90	32.4	2.75	6.4	1.94	4.5	3.75	8.7	1.97	4.6	3.49	8.1
1-99 workers.....	36.51	100.0	26.06	71.4	10.46	28.6	1.86	5.1	1.33	3.6	2.59	7.1	1.36	3.7	3.32	9.1
1-49 workers.....	34.67	100.0	25.24	72.8	9.43	27.2	1.66	4.8	1.15	3.3	2.20	6.3	1.13	3.3	3.29	9.5
50-99 workers.....	41.35	100.0	28.19	68.2	13.15	31.8	2.38	5.8	1.79	4.3	3.64	8.8	1.94	4.7	3.40	8.2
100 workers or more.....	48.87	100.0	31.76	65.0	17.11	35.0	3.58	7.3	2.51	5.1	4.83	9.9	2.54	5.2	3.65	7.5
100-499 workers.....	45.53	100.0	30.29	66.5	15.24	33.5	3.05	6.7	2.10	4.6	4.30	9.5	2.21	4.9	3.58	7.9
500 workers or more.....	53.97	100.0	34.00	63.0	19.97	37.0	4.40	8.2	3.13	5.8	5.63	10.4	3.05	5.6	3.76	7.0
Manufacturing industry.....	42.44	100.0	28.17	66.4	14.27	33.6	3.21	7.6	2.09	4.9	4.07	9.6	1.75	4.1	3.15	7.4
1-99 workers.....	33.56	100.0	23.89	71.2	9.68	28.8	2.12	6.3	1.24	3.7	2.67	8.0	0.91	2.7	2.73	8.1
1-49 workers.....	30.78	100.0	22.48	73.0	8.30	27.0	1.79	5.8	1.00	3.2	2.15	7.0	0.76 ³	2.5 ³	2.61	8.5
50-99 workers.....	38.21	100.0	26.24	68.7	11.98	31.3	2.68	7.0	1.65	4.3	3.54	9.3	1.15	3.0	2.94	7.7
100 workers or more.....	47.44	100.0	30.58	64.5	16.86	35.5	3.83	8.1	2.56	5.4	4.85	10.2	2.23	4.7	3.39	7.2
100-499 workers.....	41.69	100.0	27.80	66.7	13.90	33.3	3.22	7.7	1.96	4.7	4.07	9.8	1.51	3.6	3.14	7.5
500 workers or more.....	54.33	100.0	33.91	62.4	20.42	37.6	4.55	8.4	3.28	6.0	5.78	10.6	3.10	5.7	3.70	6.8
Service-providing industries ⁴	38.12	100.0	27.13	71.2	10.99	28.8	2.90	7.6	1.26	3.3	2.81	7.4	1.21	3.2	2.82	7.4
1-99 workers.....	31.86	100.0	23.88	75.0	7.98	25.0	2.04	6.4	0.78	2.4	1.95	6.1	0.69	2.2	2.52	7.9
1-49 workers.....	31.01	100.0	23.43	75.6	7.58	24.4	1.93	6.2	0.72	2.3	1.84	5.9	0.62	2.0	2.46	7.9
50-99 workers.....	35.16	100.0	25.63	72.9	9.53	27.1	2.48	7.1	1.00	2.8	2.39	6.8	0.94	2.7	2.72	7.7
100 workers or more.....	46.51	100.0	31.48	67.7	15.03	32.3	4.05	8.7	1.90	4.1	3.95	8.5	1.90	4.1	3.23	6.9
100-499 workers.....	39.06	100.0	27.43	70.2	11.62	29.8	3.13	8.0	1.24	3.2	3.13	8.0	1.27	3.3	2.86	7.3
500 workers or more.....	55.81	100.0	36.52	65.4	19.29	34.6	5.19	9.3	2.73	4.9	4.98	8.9	2.69	4.8	3.69	6.6
Trade, transportation, and utilities industry.....	32.95	100.0	23.54	71.4	9.41	28.6	2.16	6.6	0.98	3.0	2.51	7.6	1.15	3.5	2.61	7.9
1-99 workers.....	29.54	100.0	22.25	75.3	7.29	24.7	1.69	5.7	0.76	2.6	1.72	5.8	0.66	2.2	2.46	8.3
1-49 workers.....	29.20	100.0	22.21	76.1	6.99	23.9	1.63	5.6	0.74	2.5	1.58	5.4	0.60	2.0	2.44	8.4
50-99 workers.....	30.72	100.0	22.37	72.8	8.35	27.2	1.89	6.2	0.85	2.8	2.20	7.2	0.90	2.9	2.51	8.2
100 workers or more.....	36.95	100.0	25.05	67.8	11.90	32.2	2.71	7.3	1.24	3.4	3.43	9.3	1.72	4.7	2.80	7.6
100-499 workers.....	31.76	100.0	22.25	70.1	9.51	29.9	2.11	6.7	1.02	3.2	2.68	8.4	1.19	3.8	2.50	7.9
500 workers or more.....	47.88	100.0	30.94	64.6	16.94	35.4	3.96	8.3	1.71	3.6	5.01	10.5	2.83	5.9	3.42	7.2
Wholesale trade industry.....	44.89	100.0	32.00	71.3	12.89	28.7	3.38	7.5	1.67	3.7	3.14	7.0	1.40	3.1	3.28	7.3
1-99 workers.....	44.62	100.0	32.30	72.4	12.31	27.6	3.28	7.3	1.57	3.5	2.92	6.6	1.23	2.8	3.31	7.4
1-49 workers.....	45.41	100.0	33.03	72.7	12.38	27.3	3.29	7.2	1.57	3.5	2.87	6.3	1.29	2.8	3.36	7.4
100 workers or more.....	45.38	100.0	31.43	69.2	13.96	30.8	3.58	7.9	1.86	4.1	3.55	7.8	1.72	3.8	3.24	7.1

See footnotes at end of table.

Table 6. Employer Costs for Employee Compensation for private industry workers by establishment size and industry group — Continued
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
100-499 workers.....	46.41	100.0	32.55	70.1	13.85	29.9	3.60	7.8	1.71	3.7	3.55	7.6	1.70	3.7	3.29	7.1
Retail trade industry.....	23.60	100.0	18.05	76.5	5.55	23.5	1.19	5.0	0.58	2.5	1.37	5.8	0.44	1.9	1.97	8.3
1-99 workers.....	22.31	100.0	17.71	79.4	4.61	20.6	0.96	4.3	0.43	1.9	1.01	4.5	0.28	1.3	1.92	8.6
1-49 workers.....	21.90	100.0	17.55	80.2	4.34	19.8	0.91	4.2	0.42	1.9	0.88	4.0	0.23	1.0	1.91	8.7
50-99 workers.....	23.85	100.0	18.27	76.6	5.57	23.4	1.14	4.8	0.46	1.9	1.50	6.3	0.48	2.0	1.98	8.3
100 workers or more.....	25.47	100.0	18.54	72.8	6.93	27.2	1.53	6.0	0.81	3.2	1.89	7.4	0.68	2.7	2.03	8.0
100-499 workers.....	24.89	100.0	18.14	72.9	6.74	27.1	1.45	5.8	0.77	3.1	1.86	7.5	0.65	2.6	2.01	8.1
Transportation and warehousing industry.....	40.70	100.0	26.96	66.2	13.74	33.8	2.91	7.2	1.22	3.0	4.23	10.4	2.06	5.0	3.32	8.2
1-99 workers.....	30.92	100.0	22.63	73.2	8.30	26.8	1.72	5.6	0.61	2.0	2.18	7.0	0.75	2.4	3.04	9.8
1-49 workers.....	30.23	100.0	22.43	74.2	7.81	25.8	1.64	5.4	0.53	1.7	2.06	6.8	0.58	1.9	3.00	9.9
100 workers or more.....	45.61	100.0	29.14	63.9	16.47	36.1	3.51	7.7	1.52	3.3	5.26	11.5	2.71	5.9	3.47	7.6
100-499 workers.....	39.17	100.0	25.44	64.9	13.73	35.1	2.68	6.8	1.16	3.0	4.48	11.4	2.09	5.3	3.33	8.5
Information industry.....	64.25	100.0	42.58	66.3	21.67	33.7	6.23	9.7	3.02	4.7	5.65	8.8	2.68	4.2	4.09	6.4
1-99 workers.....	45.60	100.0	31.77	69.7	13.83	30.3	3.82	8.4	1.64	3.6	3.65	8.0	1.51	3.3	3.20	7.0
100 workers or more.....	77.75	100.0	50.40	64.8	27.35	35.2	7.97	10.2	4.02	5.2	7.10	9.1	3.53	4.5	4.73	6.1
100-499 workers.....	68.63	100.0	45.99	67.0	22.65	33.0	6.53	9.5	2.61	3.8	6.50	9.5	2.70	3.9	4.31	6.3
500 workers or more.....	86.86	100.0	54.82	63.1	32.04	36.9	9.41	10.8	5.44	6.3	7.70	8.9	4.36	5.0	5.14	5.9
Financial activities industry.....	54.84	100.0	36.57	66.7	18.26	33.3	4.82	8.8	3.37	6.2	4.76	8.7	1.90	3.5	3.40	6.2
1-99 workers.....	44.64	100.0	31.07	69.6	13.57	30.4	3.58	8.0	2.07	4.6	3.77	8.4	1.22	2.7	2.92	6.6
1-49 workers.....	43.06	100.0	30.25	70.3	12.80	29.7	3.41	7.9	1.76	4.1	3.64	8.4	1.12	2.6	2.87	6.7
100 workers or more.....	67.27	100.0	43.28	64.3	23.99	35.7	6.34	9.4	4.96	7.4	5.97	8.9	2.73	4.1	3.99	5.9
100-499 workers.....	62.89	100.0	41.75	66.4	21.15	33.6	5.85	9.3	3.44	5.5	5.69	9.0	2.34	3.7	3.83	6.1
500 workers or more.....	71.04	100.0	44.61	62.8	26.43	37.2	6.76	9.5	6.27	8.8	6.21	8.7	3.06	4.3	4.13	5.8
Professional and business services industry.....	47.81	100.0	34.05	71.2	13.76	28.8	3.88	8.1	1.89	3.9	3.20	6.7	1.41	2.9	3.39	7.1
1-99 workers.....	45.10	100.0	33.31	73.9	11.79	26.1	3.26	7.2	1.43	3.2	2.84	6.3	0.94	2.1	3.32	7.4
1-49 workers.....	42.03	100.0	31.19	74.2	10.83	25.8	2.90	6.9	1.32	3.1	2.65	6.3	0.80	1.9	3.17	7.6
50-99 workers.....	55.94	100.0	40.76	72.9	15.17	27.1	4.51	8.1	1.82	3.3	3.51	6.3	1.47	2.6	3.85	6.9
100 workers or more.....	50.53	100.0	34.80	68.9	15.73	31.1	4.50	8.9	2.34	4.6	3.57	7.1	1.87	3.7	3.45	6.8
100-499 workers.....	46.26	100.0	32.84	71.0	13.41	29.0	4.05	8.7	1.52	3.3	3.33	7.2	1.26	2.7	3.25	7.0
500 workers or more.....	55.17	100.0	36.92	66.9	18.25	33.1	4.99	9.0	3.24	5.9	3.82	6.9	2.54	4.6	3.67	6.6
Education and health services industry.....	41.25	100.0	29.09	70.5	12.16	29.5	3.57	8.6	0.89	2.2	3.34	8.1	1.38	3.3	2.98	7.2
1-99 workers.....	33.30	100.0	24.96	75.0	8.34	25.0	2.48	7.5	0.34	1.0	2.20	6.6	0.75	2.3	2.56	7.7
1-49 workers.....	33.35	100.0	25.24	75.7	8.10	24.3	2.46	7.4	0.31	0.9	2.04	6.1	0.74	2.2	2.55	7.6
50-99 workers.....	33.15	100.0	23.96	72.3	9.19	27.7	2.59	7.8	0.44	1.3	2.76	8.3	0.78	2.4	2.62	7.9
100 workers or more.....	48.58	100.0	32.90	67.7	15.69	32.3	4.57	9.4	1.40	2.9	4.39	9.0	1.96	4.0	3.36	6.9
100-499 workers.....	38.17	100.0	27.09	71.0	11.08	29.0	3.29	8.6	0.78	2.1	3.06	8.0	1.12	2.9	2.82	7.4
500 workers or more.....	56.74	100.0	37.45	66.0	19.30	34.0	5.56	9.8	1.89	3.3	5.44	9.6	2.62	4.6	3.79	6.7

See footnotes at end of table.

Table 6. Employer Costs for Employee Compensation for private industry workers by establishment size and industry group — Continued
[June 2022]

Series	Total compensation ¹		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
Educational services industry.....	50.34	100.0	36.32	72.1	14.02	27.9	4.10	8.1	0.34	0.7	3.86	7.7	2.28	4.5	3.45	6.8
1-99 workers.....	36.24	100.0	28.28	78.0	7.97	22.0	2.06	5.7	0.11	0.3	1.97	5.4	0.98	2.7	2.85	7.9
100 workers or more.....	62.73	100.0	43.38	69.2	19.35	30.8	5.89	9.4	0.54	0.9	5.52	8.8	3.42	5.5	3.98	6.3
100-499 workers.....	52.65	100.0	37.79	71.8	14.86	28.2	4.55	8.6	0.30 ³	0.6 ³	4.37	8.3	2.05	3.9	3.58	6.8
500 workers or more.....	70.29	100.0	47.58	67.7	22.71	32.3	6.89	9.8	0.72	1.0	6.38	9.1	4.45	6.3	4.27	6.1
Health care and social assistance industry.....	40.00	100.0	28.10	70.2	11.90	29.8	3.49	8.7	0.97	2.4	3.27	8.2	1.26	3.1	2.91	7.3
1-99 workers.....	32.91	100.0	24.52	74.5	8.39	25.5	2.54	7.7	0.37	1.1	2.23	6.8	0.72	2.2	2.52	7.7
1-49 workers.....	33.48	100.0	25.16	75.2	8.32	24.8	2.57	7.7	0.33	1.0	2.12	6.3	0.76	2.3	2.54	7.6
50-99 workers.....	30.68	100.0	22.02	71.8	8.66	28.2	2.45	8.0	0.52	1.7	2.65	8.6	0.57	1.9	2.48	8.1
100 workers or more.....	46.60	100.0	31.42	67.4	15.17	32.6	4.38	9.4	1.53	3.3	4.23	9.1	1.76	3.8	3.28	7.0
100-499 workers.....	36.19	100.0	25.63	70.8	10.56	29.2	3.12	8.6	0.85	2.4	2.88	8.0	1.00 ³	2.8	2.72	7.5
500 workers or more.....	54.80	100.0	35.99	65.7	18.81	34.3	5.37	9.8	2.06	3.8	5.30	9.7	2.36	4.3	3.72	6.8
Leisure and hospitality industry.....	18.04	100.0	14.56	80.7	3.48	19.3	0.55	3.0	0.26	1.4	0.72	4.0	0.21	1.2	1.75	9.7
1-99 workers.....	16.96	100.0	13.99	82.5	2.96	17.5	0.41	2.4	0.22	1.3	0.54	3.2	0.11	0.6	1.68	9.9
1-49 workers.....	16.71	100.0	13.83	82.8	2.88	17.2	0.38	2.3	0.22	1.3	0.55	3.3	0.09	0.5	1.64	9.8
50-99 workers.....	17.92	100.0	14.62	81.6	3.30	18.4	0.52	2.9	0.25	1.4	0.49	2.8	0.19 ³	1.1 ³	1.85	10.3
100 workers or more.....	23.27	100.0	17.29	74.3	5.98	25.7	1.22	5.3	0.42	1.8	1.60	6.9	0.70	3.0	2.04	8.8
100-499 workers.....	22.45	100.0	17.08	76.1	5.37	23.9	1.07	4.8	0.43	1.9	1.27	5.7	0.53	2.3	2.08	9.2
500 workers or more.....	25.27	100.0	17.79	70.4	7.48	29.6	1.61	6.4	0.39	1.5	2.40	9.5	1.12	4.4	1.97	7.8

¹ Includes costs for wages and salaries and benefits.

² Includes mining, construction, and manufacturing. The agriculture, forestry, farming, and hunting sector is excluded.

³ The relative standard error for this estimate is equal to or greater than 30 percent.

⁴ Includes utilities; wholesale trade; retail trade; transportation and warehousing; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

Table 7. Employer Costs for Employee Compensation for private industry workers by census region and division
[June 2022]

Area ¹	Total compensation ²		Wages and salaries		Total benefits		Paid leave		Supplemental pay		Insurance		Retirement and savings		Legally required benefits	
	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent	Cost (\$)	Percent
Northeast.....	43.18	100.0	29.84	69.1	13.34	30.9	3.34	7.7	1.63	3.8	3.45	8.0	1.62	3.7	3.31	7.7
New England.....	43.26	100.0	29.97	69.3	13.29	30.7	3.35	7.7	1.88	4.3	3.33	7.7	1.50	3.5	3.23	7.5
Middle Atlantic.....	43.14	100.0	29.79	69.0	13.36	31.0	3.33	7.7	1.53	3.6	3.49	8.1	1.66	3.8	3.34	7.7
South.....	35.06	100.0	25.41	72.5	9.65	27.5	2.53	7.2	1.16	3.3	2.33	6.7	1.06	3.0	2.57	7.3
South Atlantic.....	36.02	100.0	26.03	72.3	9.98	27.7	2.68	7.4	1.10	3.1	2.41	6.7	1.11	3.1	2.68	7.4
East South Central.....	31.83	100.0	22.92	72.0	8.91	28.0	2.23	7.0	1.05	3.3	2.35	7.4	0.96	3.0	2.32	7.3
West South Central.....	34.96	100.0	25.53	73.0	9.43	27.0	2.41	6.9	1.32	3.8	2.19	6.3	1.02	2.9	2.49	7.1
Midwest.....	37.32	100.0	25.78	69.1	11.53	30.9	2.66	7.1	1.48	4.0	3.24	8.7	1.39	3.7	2.76	7.4
East North Central.....	38.22	100.0	26.45	69.2	11.78	30.8	2.72	7.1	1.50	3.9	3.24	8.5	1.51	3.9	2.80	7.3
West North Central.....	35.32	100.0	24.32	68.9	11.00	31.1	2.53	7.2	1.44	4.1	3.25	9.2	1.12	3.2	2.66	7.5
West.....	42.64	100.0	30.10	70.6	12.54	29.4	3.21	7.5	1.35	3.2	3.20	7.5	1.45	3.4	3.33	7.8
Mountain.....	36.02	100.0	25.53	70.9	10.49	29.1	2.49	6.9	1.22	3.4	2.87	8.0	1.17	3.2	2.73	7.6
Pacific.....	45.60	100.0	32.14	70.5	13.46	29.5	3.53	7.8	1.41	3.1	3.34	7.3	1.58	3.5	3.60	7.9

¹ The census divisions are defined as follows: New England: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont; Middle Atlantic: New Jersey, New York, and Pennsylvania; South Atlantic: Delaware, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, and West Virginia; East South Central: Alabama, Kentucky, Mississippi, and Tennessee; West South Central: Arkansas, Louisiana, Oklahoma, and Texas; East North Central: Illinois, Indiana, Michigan, Ohio, and Wisconsin; West North Central: Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, and South Dakota; Mountain: Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Utah, and Wyoming; and Pacific: Alaska, California, Hawaii, Oregon, and Washington.

² Includes costs for wages and salaries and benefits.

Exhibit G
to Affidavit of Robert Nordlander

Table A-2A. Time spent in detailed primary activities and percent of the civilian population engaging in each activity, averages per day on weekdays and weekends, 2022 annual averages, total

Activity	Average hours per day, civilian population		Average percent engaged in the activity per day		Average hours per day for persons who engaged in the activity	
	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays
Total, all activities.....	24.00	24.00	100.0	100.0	—	—
Personal care activities.....	9.54	10.37	99.9	99.9	9.54	10.38
Sleeping ¹	8.75	9.64	99.9	99.8	8.76	9.66
Grooming.....	0.69	0.63	81.5	70.7	0.84	0.89
Health-related self care.....	0.08	0.07	7.0	6.4	1.13	1.11
Personal activities.....	0.01	— ²	0.3	0.3	2.24	1.63
Travel related to personal care.....	0.01	0.02	1.9	1.7	0.62	1.06
Eating and drinking.....	1.18	1.35	96.3	95.6	1.22	1.42
Eating and drinking.....	1.11	1.21	96.3	95.6	1.15	1.27
Travel related to eating and drinking.....	0.07	0.14	14.7	19.9	0.48	0.70
Household activities.....	1.74	2.27	77.8	78.6	2.23	2.88
Housework.....	0.49	0.75	32.7	40.3	1.51	1.85
Interior cleaning.....	0.30	0.46	21.9	26.6	1.38	1.73
Laundry.....	0.15	0.23	14.4	18.2	1.04	1.27
Storing interior household items, including food.....	0.02	0.02	5.8	6.5	0.33	0.36
Food preparation and cleanup.....	0.63	0.68	62.1	57.1	1.02	1.20
Food and drink preparation.....	0.49	0.54	58.7	53.6	0.83	1.01
Kitchen and food cleanup.....	0.14	0.14	24.0	21.1	0.57	0.64
Lawn and garden care.....	0.15	0.26	8.2	10.9	1.81	2.36
Household management.....	0.13	0.16	16.8	16.6	0.80	0.94
Financial management.....	0.03	0.03	3.2	2.1	0.82	1.20
Household and personal organization and planning.....	0.11	0.13	13.6	14.2	0.78	0.90
Interior maintenance, repair, and decoration.....	0.04	0.10	2.1	3.5	2.13	2.71
Exterior maintenance, repair, and decoration.....	0.04	0.07	2.1	3.1	1.85	2.34
Animals and pets.....	0.16	0.14	20.1	17.2	0.77	0.80
Care for animals and pets, not veterinary care.....	0.08	0.06	14.7	12.0	0.53	0.51
Walking, exercising, and playing with animals.....	0.07	0.08	8.6	8.5	0.84	0.89
Vehicles.....	0.04	0.06	1.8	3.1	2.17	1.86
Appliances, tools, and toys.....	0.01	0.02	1.1	1.5	1.09	1.25
Travel related to household activities.....	0.03	0.04	6.8	6.5	0.50	0.57
Purchasing goods and services.....	0.63	0.74	38.3	40.9	1.65	1.81
Consumer goods purchases.....	0.27	0.41	33.6	39.8	0.81	1.04
Grocery shopping.....	0.09	0.13	11.9	15.3	0.72	0.87
Professional and personal care services.....	0.10	0.03	8.0	3.0	1.27	1.02
Financial services and banking.....	0.01	— ²	1.8	0.9	0.34	0.24

See footnotes at end of table.

Table A-2A. Time spent in detailed primary activities and percent of the civilian population engaging in each activity, averages per day on weekdays and weekends, 2022 annual averages, total — Continued

Activity	Average hours per day, civilian population		Average percent engaged in the activity per day		Average hours per day for persons who engaged in the activity	
	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays
Medical and care services.....	0.08	0.01	5.0	0.9	1.52	0.99
Personal care services.....	0.01	0.01	1.1	0.7	1.36	1.14
Household services.....	0.02	0.01	1.9	1.0	1.05	0.90
Home maintenance, repair, decoration, and construction (not done by self).....	0.01	— ²	0.6	0.1	— ³	— ³
Vehicle maintenance and repair services (not done by self).....	0.01	0.01	1.0	0.7	0.87	— ³
Government services.....	— ²	— ²	0.4	0.1	— ³	— ³
Travel related to purchasing goods and services.....	0.23	0.29	35.2	39.2	0.66	0.74
Caring for and helping household members.....	0.51	0.41	23.2	17.9	2.19	2.27
Caring for and helping household children.....	0.36	0.34	19.1	14.7	1.89	2.31
Caring for and helping household children (except activities related to education and health).....	0.32	0.32	18.6	14.4	1.70	2.25
Physical care for household children.....	0.14	0.12	13.0	10.6	1.10	1.12
Reading to and with household children.....	0.01	0.01	2.7	2.1	0.47	0.58
Talking with and listening to household children.....	0.02	0.01	2.7	1.4	0.60	0.63
Playing with household children, not sports.....	0.07	0.11	4.7	5.1	1.59	2.19
Attending household children's events.....	0.02	0.03	1.0	1.3	1.81	2.57
Activities related to household children's education.....	0.04	0.01	3.2	0.7	1.13	1.19
Helping household children with homework.....	0.02	0.01	2.7	0.7	0.87	0.90
Activities related to household children's health.....	0.01	0.01	0.8	0.4	1.23	— ³
Caring for and helping household adults.....	0.05	0.03	4.9	4.0	1.04	0.83
Caring for household adults.....	0.04	0.01	2.6	1.3	1.56	0.76
Physical care for household adults.....	0.02	0.01	1.8	0.9	— ³	0.58
Helping household adults.....	0.01	0.02	2.6	2.8	0.36	— ³
Travel related to caring for and helping household members.....	0.10	0.03	13.5	5.4	0.71	0.61
Caring for and helping nonhousehold members.....	0.16	0.21	8.5	9.6	1.93	2.17
Caring for and helping nonhousehold children.....	0.06	0.06	3.3	3.0	1.91	2.18
Caring for and helping nonhousehold adults.....	0.06	0.09	5.5	7.0	1.02	1.29
Caring for nonhousehold adults.....	0.01	0.01	0.8	0.6	1.93	1.97
Helping nonhousehold adults.....	0.04	0.08	5.1	6.6	0.81	1.18
Travel related to caring for and helping nonhousehold members.....	0.04	0.05	6.6	7.9	0.65	0.67
Working and work-related activities.....	4.51	1.13	54.0	19.4	8.35	5.82
Working.....	4.17	1.01	52.2	18.3	7.98	5.54
Work-related activities.....	— ²	— ²	0.2	0.1	— ³	— ³
Other income-generating activities.....	0.03	0.03	0.9	0.5	3.66	5.97
Job search and interviewing.....	0.02	0.01	1.2	0.5	1.95	2.61

See footnotes at end of table.

Table A-2A. Time spent in detailed primary activities and percent of the civilian population engaging in each activity, averages per day on weekdays and weekends, 2022 annual averages, total — Continued

Activity	Average hours per day, civilian population		Average percent engaged in the activity per day		Average hours per day for persons who engaged in the activity	
	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays
Travel related to work.....	0.28	0.07	37.4	11.3	0.75	0.66
Educational activities.....	0.55	0.16	9.2	5.0	5.99	3.19
Attending class.....	0.33	0.01	6.6	0.5	5.00	2.82
Taking class for degree, certificate, or licensure.....	0.32	0.01	6.0	0.4	5.22	3.48
Homework and research.....	0.16	0.14	5.8	4.4	2.78	3.20
Travel related to education.....	0.04	— ²	5.8	0.2	0.76	— ³
Organizational, civic, and religious activities.....	0.20	0.40	10.4	15.5	1.95	2.58
Religious and spiritual activities.....	0.09	0.24	6.8	12.5	1.25	1.90
Attending religious services.....	0.03	0.18	1.3	9.4	1.96	1.88
Participating in religious practices.....	0.05	0.05	5.5	4.3	0.90	1.13
Volunteering (organizational and civic activities).....	0.09	0.11	4.3	4.6	2.20	2.41
Volunteer activities.....	0.09	0.11	4.1	4.5	2.27	2.44
Administrative and support activities.....	0.03	0.03	1.8	1.6	1.47	1.83
Social service and care activities (except medical).....	0.02	0.03	1.1	1.4	2.27	2.17
Indoor and outdoor maintenance, building, and cleanup activities...	— ²	0.01	0.1	0.4	— ³	2.23
Participating in performance and cultural activities.....	0.01	0.01	0.2	0.5	3.24	1.82
Attending meetings, conferences, and training.....	0.02	0.01	0.9	0.5	2.05	2.59
Civic obligations and participation.....	— ²	— ²	0.2	0.1	— ³	— ³
Travel related to organizational, civic, and religious activities.....	0.02	0.05	3.8	10.3	0.63	0.49
Leisure and sports.....	4.60	6.60	94.3	96.7	4.89	6.82
Socializing, relaxing, and leisure.....	4.19	5.96	92.8	96.1	4.51	6.20
Socializing and communicating.....	0.42	0.88	26.2	34.5	1.62	2.54
Socializing and communicating (except social events).....	0.40	0.74	25.6	32.0	1.57	2.31
Attending or hosting social events.....	0.02	0.14	0.9	3.8	2.20	3.62
Relaxing and leisure.....	3.73	4.93	89.4	91.9	4.17	5.37
Watching TV.....	2.50	3.47	74.9	80.3	3.34	4.32
Relaxing and thinking.....	0.33	0.40	22.9	18.5	1.46	2.17
Playing games.....	0.35	0.42	13.9	15.5	2.54	2.69
Computer use for leisure, excluding games.....	0.19	0.23	13.8	12.8	1.35	1.80
Reading for personal interest.....	0.25	0.30	16.8	16.5	1.49	1.79
Arts and entertainment (other than sports).....	0.04	0.15	1.3	4.8	3.09	3.07
Sports, exercise, and recreation.....	0.29	0.38	21.6	19.1	1.34	2.01
Participating in sports, exercise, and recreation.....	0.27	0.35	21.0	18.2	1.26	1.90
Walking.....	0.07	0.06	8.4	6.2	0.87	1.02
Attending sporting or recreational events.....	0.02	0.04	0.8	1.1	3.10	3.30
Travel related to leisure and sports.....	0.13	0.26	20.4	29.8	0.61	0.86

See footnotes at end of table.

Table A-2A. Time spent in detailed primary activities and percent of the civilian population engaging in each activity, averages per day on weekdays and weekends, 2022 annual averages, total — Continued

Activity	Average hours per day, civilian population		Average percent engaged in the activity per day		Average hours per day for persons who engaged in the activity	
	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays
Telephone calls, mail, and e-mail.....	0.17	0.15	19.5	16.2	0.88	0.94
Telephone calls (to or from).....	0.12	0.11	12.4	11.7	0.93	0.97
Household and personal messages.....	0.05	0.04	9.8	5.5	0.56	0.64
Household and personal mail and messages.....	0.02	0.01	4.8	2.2	0.38	0.44
Household and personal e-mail and messages.....	0.04	0.03	5.8	3.5	0.63	0.73
Travel related to telephone calls.....	— ²	— ²	0.3	0.4	0.26	— ³
Other activities, not elsewhere classified.....	0.21	0.22	17.1	14.2	1.21	1.54

¹ Includes naps and spells of sleeplessness.

² Estimate is approximately zero.

³ Estimate is suppressed because it does not meet the American Time Use Survey publication standards.

- Not applicable.

NOTE: A primary activity refers to an individual's main activity. Other activities done simultaneously are not included. Data refer to persons 15 years and over.

Source: American Time Use Survey, Bureau of Labor Statistics

Table A-2B. Time spent in detailed primary activities and percent of the civilian population engaging in each activity, averages per day on weekdays and weekends, 2022 annual averages, men

Activity	Average hours per day, civilian population		Average percent engaged in the activity per day		Average hours per day for persons who engaged in the activity	
	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays
Total, all activities.....	24.00	24.00	100.0	100.0	—	—
Personal care activities.....	9.26	10.19	99.9	99.9	9.26	10.21
Sleeping ¹	8.59	9.62	99.9	99.8	8.60	9.64
Grooming.....	0.59	0.51	79.3	66.3	0.75	0.77
Health-related self care.....	0.05	0.04	5.0	4.6	— ²	0.78
Personal activities.....	0.01	— ³	0.5	0.4	1.92	— ²
Travel related to personal care.....	0.01	0.02	1.7	1.9	0.62	— ²
Eating and drinking.....	1.21	1.34	96.3	95.4	1.26	1.40
Eating and drinking.....	1.13	1.20	96.3	95.4	1.17	1.26
Travel related to eating and drinking.....	0.08	0.13	14.9	18.8	0.54	0.71
Household activities.....	1.32	1.94	69.4	72.5	1.91	2.68
Housework.....	0.24	0.47	19.9	27.7	1.22	1.70
Interior cleaning.....	0.17	0.31	12.5	16.9	1.37	1.81
Laundry.....	0.06	0.14	6.2	11.0	0.91	1.29
Storing interior household items, including food.....	0.01	0.01	4.6	4.9	0.28	0.27
Food preparation and cleanup.....	0.39	0.47	51.1	46.9	0.77	1.01
Food and drink preparation.....	0.32	0.40	47.8	44.2	0.66	0.91
Kitchen and food cleanup.....	0.07	0.07	15.0	12.3	0.47	0.55
Lawn and garden care.....	0.19	0.36	9.1	13.1	2.08	2.77
Household management.....	0.11	0.14	13.8	13.6	0.83	1.00
Financial management.....	0.03	0.02	2.8	1.7	0.95	1.41
Household and personal organization and planning.....	0.09	0.11	11.0	11.7	0.78	0.93
Interior maintenance, repair, and decoration.....	0.07	0.11	2.6	3.6	2.51	2.95
Exterior maintenance, repair, and decoration.....	0.06	0.10	2.9	3.9	2.11	2.50
Animals and pets.....	0.13	0.12	18.1	14.2	0.73	0.84
Care for animals and pets, not veterinary care.....	0.07	0.05	13.0	9.3	0.57	0.51
Walking, exercising, and playing with animals.....	0.06	0.07	7.8	7.6	0.76	0.94
Vehicles.....	0.07	0.11	2.9	5.4	2.49	1.99
Appliances, tools, and toys.....	0.02	0.02	1.4	1.8	1.30	1.34
Travel related to household activities.....	0.03	0.04	6.1	5.8	0.51	0.63
Purchasing goods and services.....	0.56	0.69	35.1	39.5	1.61	1.75
Consumer goods purchases.....	0.23	0.36	30.4	38.2	0.77	0.94
Grocery shopping.....	0.07	0.12	10.2	14.3	0.66	0.86
Professional and personal care services.....	0.08	0.03	5.9	2.9	1.43	0.95
Financial services and banking.....	0.01	— ³	1.4	1.2	0.39	— ²

See footnotes at end of table.

Table A-2B. Time spent in detailed primary activities and percent of the civilian population engaging in each activity, averages per day on weekdays and weekends, 2022 annual averages, men — Continued

Activity	Average hours per day, civilian population		Average percent engaged in the activity per day		Average hours per day for persons who engaged in the activity	
	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays
Medical and care services.....	0.07	0.01	3.7	0.6	1.84	— ²
Personal care services.....	0.01	— ³	0.7	0.7	0.92	0.68
Household services.....	0.03	0.01	2.1	1.1	1.37	— ²
Home maintenance, repair, decoration, and construction (not done by self).....	0.02	— ³	0.8	0.1	— ²	— ²
Vehicle maintenance and repair services (not done by self).....	0.01	0.01	1.0	0.8	0.98	— ²
Government services.....	— ³	— ³	0.4	0.1	— ²	— ²
Travel related to purchasing goods and services.....	0.21	0.29	32.5	38.1	0.66	0.76
Caring for and helping household members.....	0.31	0.31	18.1	14.2	1.71	2.19
Caring for and helping household children.....	0.21	0.26	14.3	11.7	1.49	2.18
Caring for and helping household children (except activities related to education and health).....	0.19	0.25	14.1	11.5	1.36	2.14
Physical care for household children.....	0.08	0.07	8.9	7.7	0.88	0.93
Reading to and with household children.....	0.01	0.01	1.8	1.5	0.49	0.62
Talking with and listening to household children.....	0.01	0.01	1.5	0.9	0.54	0.77
Playing with household children, not sports.....	0.05	0.11	3.0	4.8	1.50	2.28
Attending household children's events.....	0.02	0.03	1.0	1.1	1.74	2.42
Activities related to household children's education.....	0.02	— ³	1.8	0.5	0.86	— ²
Helping household children with homework.....	0.02	— ³	1.7	0.4	0.86	— ²
Activities related to household children's health.....	— ³	— ³	0.3	0.2	— ²	— ²
Caring for and helping household adults.....	0.04	0.03	4.4	3.4	0.80	— ²
Caring for household adults.....	0.03	0.01	2.2	0.7	— ²	— ²
Physical care for household adults.....	0.01	— ³	1.2	0.5	— ²	— ²
Helping household adults.....	0.01	0.03	2.4	2.8	0.29	— ²
Travel related to caring for and helping household members.....	0.06	0.02	10.0	4.1	0.60	0.57
Caring for and helping nonhousehold members.....	0.11	0.19	6.1	8.4	1.71	2.29
Caring for and helping nonhousehold children.....	0.03	0.05	2.1	2.1	1.56	2.60
Caring for and helping nonhousehold adults.....	0.04	0.09	4.2	6.5	0.96	1.37
Caring for nonhousehold adults.....	— ³	— ³	0.1	0.3	— ²	— ²
Helping nonhousehold adults.....	0.03	0.08	4.1	6.5	0.74	1.28
Travel related to caring for and helping nonhousehold members.....	0.03	0.05	5.1	7.6	0.64	0.66
Working and work-related activities.....	5.30	1.38	61.5	22.1	8.61	6.24
Working.....	4.85	1.24	59.1	20.9	8.22	5.91
Work-related activities.....	— ³	— ³	0.4	0.1	— ²	— ²
Other income-generating activities.....	0.04	— ³	1.1	0.4	— ²	— ²
Job search and interviewing.....	0.04	— ³	1.7	0.5	2.12	— ²

See footnotes at end of table.

Table A-2B. Time spent in detailed primary activities and percent of the civilian population engaging in each activity, averages per day on weekdays and weekends, 2022 annual averages, men — Continued

Activity	Average hours per day, civilian population		Average percent engaged in the activity per day		Average hours per day for persons who engaged in the activity	
	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays
Travel related to work.....	0.36	0.10	45.4	14.2	0.80	0.72
Educational activities.....	0.52	0.15	9.1	5.4	5.75	2.83
Attending class.....	0.31	— ³	6.7	0.5	4.61	— ²
Taking class for degree, certificate, or licensure.....	0.29	— ³	6.0	0.4	4.83	— ²
Homework and research.....	0.16	0.13	5.6	4.7	2.84	2.77
Travel related to education.....	0.05	— ³	5.8	0.2	0.85	— ²
Organizational, civic, and religious activities.....	0.17	0.36	7.9	13.5	2.22	2.69
Religious and spiritual activities.....	0.06	0.22	5.0	10.9	1.18	2.02
Attending religious services.....	0.02	0.16	0.9	8.4	2.42	1.93
Participating in religious practices.....	0.03	0.04	4.0	3.2	0.76	1.37
Volunteering (organizational and civic activities).....	0.09	0.10	3.5	3.3	2.53	2.87
Volunteer activities.....	0.08	0.10	3.2	3.3	2.66	2.87
Administrative and support activities.....	0.02	0.02	1.4	0.9	1.63	2.17
Social service and care activities (except medical).....	0.02	0.02	0.7	0.7	2.86	3.27
Indoor and outdoor maintenance, building, and cleanup activities...	— ³	0.02	0.1	0.7	— ²	2.55
Participating in performance and cultural activities.....	— ³	— ³	0.1	0.3	— ²	— ²
Attending meetings, conferences, and training.....	0.02	— ³	0.9	0.3	2.53	— ²
Civic obligations and participation.....	— ³	— ³	0.3	— ³	— ²	— ²
Travel related to organizational, civic, and religious activities.....	0.03	0.05	3.6	9.1	0.80	0.50
Leisure and sports.....	4.93	7.10	95.3	97.0	5.17	7.32
Socializing, relaxing, and leisure.....	4.48	6.36	94.4	96.3	4.74	6.60
Socializing and communicating.....	0.38	0.81	24.4	32.4	1.57	2.49
Socializing and communicating (except social events).....	0.37	0.69	24.2	29.6	1.55	2.32
Attending or hosting social events.....	0.01	0.12	0.5	3.5	1.89	3.45
Relaxing and leisure.....	4.05	5.42	91.3	93.5	4.43	5.79
Watching TV.....	2.74	3.82	76.8	82.5	3.57	4.63
Relaxing and thinking.....	0.33	0.42	22.4	18.1	1.47	2.33
Playing games.....	0.48	0.60	16.7	18.3	2.87	3.27
Computer use for leisure, excluding games.....	0.20	0.22	13.2	10.9	1.48	2.02
Reading for personal interest.....	0.20	0.23	14.0	12.5	1.43	1.82
Arts and entertainment (other than sports).....	0.05	0.13	1.4	4.4	3.27	3.03
Sports, exercise, and recreation.....	0.32	0.47	22.1	21.8	1.45	2.18
Participating in sports, exercise, and recreation.....	0.29	0.43	21.4	20.9	1.34	2.06
Walking.....	0.06	0.07	6.9	6.5	0.82	1.09
Attending sporting or recreational events.....	0.03	0.04	1.1	1.3	3.12	3.52
Travel related to leisure and sports.....	0.13	0.27	21.6	29.5	0.60	0.91

See footnotes at end of table.

Table A-2B. Time spent in detailed primary activities and percent of the civilian population engaging in each activity, averages per day on weekdays and weekends, 2022 annual averages, men — Continued

Activity	Average hours per day, civilian population		Average percent engaged in the activity per day		Average hours per day for persons who engaged in the activity	
	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays
Telephone calls, mail, and e-mail.....	0.12	0.11	15.6	12.5	0.78	0.91
Telephone calls (to or from).....	0.08	0.09	9.5	8.8	0.86	0.98
Household and personal messages.....	0.04	0.03	7.8	4.1	0.49	0.66
Household and personal mail and messages.....	0.01	— ³	4.2	1.2	0.28	0.26
Household and personal e-mail and messages.....	0.03	0.02	4.1	3.1	0.64	0.78
Travel related to telephone calls.....	— ³	— ³	0.3	0.3	— ²	— ²
Other activities, not elsewhere classified.....	0.19	0.23	15.5	13.4	1.21	1.68

¹ Includes naps and spells of sleeplessness.

² Estimate is suppressed because it does not meet the American Time Use Survey publication standards.

³ Estimate is approximately zero.

- Not applicable.

NOTE: A primary activity refers to an individual's main activity. Other activities done simultaneously are not included. Data refer to persons 15 years and over.

Source: American Time Use Survey, Bureau of Labor Statistics

Table A-2C. Time spent in detailed primary activities and percent of the civilian population engaging in each activity, averages per day on weekdays and weekends, 2022 annual averages, women

Activity	Average hours per day, civilian population		Average percent engaged in the activity per day		Average hours per day for persons who engaged in the activity	
	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays
Total, all activities.....	24.00	24.00	100.0	100.0	—	—
Personal care activities.....	9.80	10.53	100.0	99.9	9.80	10.54
Sleeping ¹	8.90	9.67	99.9	99.8	8.91	9.69
Grooming.....	0.78	0.74	83.6	74.9	0.93	0.99
Health-related self care.....	0.11	0.10	9.0	8.0	1.21	1.29
Personal activities.....	— ²	— ²	— ²	0.1	— ³	— ³
Travel related to personal care.....	0.01	0.01	2.0	1.5	0.62	— ³
Eating and drinking.....	1.15	1.37	96.3	95.7	1.19	1.43
Eating and drinking.....	1.09	1.22	96.3	95.7	1.13	1.28
Travel related to eating and drinking.....	0.06	0.14	14.5	20.9	0.42	0.69
Household activities.....	2.13	2.58	85.8	84.6	2.48	3.05
Housework.....	0.73	1.01	44.8	52.5	1.64	1.93
Interior cleaning.....	0.43	0.61	30.9	35.9	1.38	1.69
Laundry.....	0.24	0.32	22.2	25.1	1.08	1.26
Storing interior household items, including food.....	0.02	0.03	6.9	8.1	0.35	0.41
Food preparation and cleanup.....	0.86	0.89	72.5	66.9	1.19	1.33
Food and drink preparation.....	0.65	0.68	69.1	62.6	0.94	1.08
Kitchen and food cleanup.....	0.20	0.20	32.6	29.6	0.61	0.68
Lawn and garden care.....	0.11	0.15	7.2	8.8	1.48	1.77
Household management.....	0.15	0.18	19.6	19.6	0.77	0.90
Financial management.....	0.03	0.03	3.5	2.5	0.71	1.06
Household and personal organization and planning.....	0.12	0.15	16.2	16.6	0.77	0.88
Interior maintenance, repair, and decoration.....	0.02	0.08	1.5	3.4	1.51	2.48
Exterior maintenance, repair, and decoration.....	0.02	0.05	1.3	2.2	1.28	2.06
Animals and pets.....	0.18	0.16	22.1	20.1	0.80	0.77
Care for animals and pets, not veterinary care.....	0.08	0.07	16.4	14.6	0.50	0.51
Walking, exercising, and playing with animals.....	0.09	0.08	9.4	9.3	0.91	0.86
Vehicles.....	0.01	0.01	0.7	0.9	0.86	1.05
Appliances, tools, and toys.....	0.01	0.01	0.8	1.2	0.72	1.13
Travel related to household activities.....	0.04	0.04	7.5	7.1	0.49	0.53
Purchasing goods and services.....	0.69	0.79	41.3	42.3	1.68	1.87
Consumer goods purchases.....	0.31	0.46	36.6	41.2	0.84	1.13
Grocery shopping.....	0.10	0.14	13.4	16.4	0.76	0.88
Professional and personal care services.....	0.12	0.03	9.9	3.1	1.17	1.08
Financial services and banking.....	0.01	— ²	2.1	0.6	0.31	0.17

See footnotes at end of table.

Table A-2C. Time spent in detailed primary activities and percent of the civilian population engaging in each activity, averages per day on weekdays and weekends, 2022 annual averages, women — Continued

Activity	Average hours per day, civilian population		Average percent engaged in the activity per day		Average hours per day for persons who engaged in the activity	
	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays
Medical and care services.....	0.08	0.01	6.2	1.2	1.34	0.74
Personal care services.....	0.02	0.01	1.4	0.7	1.56	1.57
Household services.....	0.01	0.01	1.7	1.0	0.68	0.58
Home maintenance, repair, decoration, and construction (not done by self).....	— ²	— ²	0.4	0.1	0.79	— ³
Vehicle maintenance and repair services (not done by self).....	0.01	— ²	0.9	0.5	0.74	0.45
Government services.....	— ²	— ²	0.5	0.1	— ³	— ³
Travel related to purchasing goods and services.....	0.25	0.29	37.9	40.3	0.66	0.72
Caring for and helping household members.....	0.70	0.50	28.1	21.4	2.48	2.32
Caring for and helping household children.....	0.50	0.42	23.7	17.6	2.13	2.39
Caring for and helping household children (except activities related to education and health).....	0.43	0.40	22.8	17.2	1.90	2.32
Physical care for household children.....	0.20	0.16	16.8	13.4	1.21	1.23
Reading to and with household children.....	0.02	0.01	3.6	2.7	0.47	0.55
Talking with and listening to household children.....	0.02	0.01	3.9	1.8	0.62	0.56
Playing with household children, not sports.....	0.10	0.11	6.3	5.3	1.63	2.11
Attending household children's events.....	0.02	0.04	1.1	1.6	1.86	2.66
Activities related to household children's education.....	0.06	0.01	4.5	1.0	1.23	0.99
Helping household children with homework.....	0.03	0.01	3.6	0.9	0.87	0.84
Activities related to household children's health.....	0.01	0.01	1.3	0.6	1.06	— ³
Caring for and helping household adults.....	0.06	0.03	5.3	4.6	1.22	0.75
Caring for household adults.....	0.05	0.01	3.1	1.9	1.72	0.75
Physical care for household adults.....	0.04	0.01	2.3	1.4	— ³	0.63
Helping household adults.....	0.01	0.02	2.8	2.9	0.42	— ³
Travel related to caring for and helping household members.....	0.13	0.04	16.8	6.6	0.77	0.63
Caring for and helping nonhousehold members.....	0.22	0.22	10.7	10.7	2.05	2.07
Caring for and helping nonhousehold children.....	0.09	0.07	4.6	3.8	2.07	1.96
Caring for and helping nonhousehold adults.....	0.07	0.09	6.8	7.4	1.04	1.23
Caring for nonhousehold adults.....	0.02	0.02	1.4	0.9	1.43	— ³
Helping nonhousehold adults.....	0.05	0.07	6.1	6.8	0.85	1.09
Travel related to caring for and helping nonhousehold members.....	0.05	0.06	7.9	8.1	0.66	0.69
Working and work-related activities.....	3.76	0.89	46.8	16.8	8.02	5.30
Working.....	3.51	0.80	45.7	15.8	7.69	5.08
Work-related activities.....	— ²	— ²	0.1	0.1	— ³	— ³
Other income-generating activities.....	0.03	0.03	0.7	0.5	4.08	— ³
Job search and interviewing.....	0.01	— ²	0.6	0.5	1.50	— ³

See footnotes at end of table.

Table A-2C. Time spent in detailed primary activities and percent of the civilian population engaging in each activity, averages per day on weekdays and weekends, 2022 annual averages, women — Continued

Activity	Average hours per day, civilian population		Average percent engaged in the activity per day		Average hours per day for persons who engaged in the activity	
	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays
Travel related to work.....	0.20	0.05	29.8	8.5	0.68	0.56
Educational activities.....	0.58	0.17	9.4	4.7	6.21	3.58
Attending class.....	0.35	— ²	6.6	0.5	5.37	— ³
Taking class for degree, certificate, or licensure.....	0.34	— ²	6.1	0.3	5.57	— ³
Homework and research.....	0.16	0.15	6.0	4.1	2.71	3.67
Travel related to education.....	0.04	— ²	5.9	0.2	0.67	— ³
Organizational, civic, and religious activities.....	0.23	0.44	12.8	17.4	1.80	2.50
Religious and spiritual activities.....	0.11	0.26	8.6	14.1	1.30	1.82
Attending religious services.....	0.03	0.19	1.7	10.4	1.71	1.84
Participating in religious practices.....	0.07	0.05	7.0	5.4	0.98	1.00
Volunteering (organizational and civic activities).....	0.10	0.13	5.1	5.8	1.98	2.16
Volunteer activities.....	0.10	0.12	4.9	5.7	2.03	2.20
Administrative and support activities.....	0.03	0.04	2.3	2.2	1.38	1.70
Social service and care activities (except medical).....	0.03	0.04	1.5	2.2	2.02	1.84
Indoor and outdoor maintenance, building, and cleanup activities...	— ²	— ²	— ²	0.2	— ³	— ³
Participating in performance and cultural activities.....	— ²	0.01	0.2	0.7	— ³	1.59
Attending meetings, conferences, and training.....	0.01	0.01	0.8	0.6	1.53	2.23
Civic obligations and participation.....	— ²	— ²	0.2	0.2	— ³	— ³
Travel related to organizational, civic, and religious activities.....	0.02	0.05	4.0	11.5	0.49	0.47
Leisure and sports.....	4.30	6.11	93.2	96.4	4.61	6.34
Socializing, relaxing, and leisure.....	3.92	5.57	91.2	95.8	4.29	5.81
Socializing and communicating.....	0.46	0.95	27.8	36.5	1.66	2.59
Socializing and communicating (except social events).....	0.43	0.79	27.0	34.4	1.59	2.31
Attending or hosting social events.....	0.03	0.15	1.3	4.0	2.33	3.76
Relaxing and leisure.....	3.42	4.46	87.7	90.3	3.90	4.94
Watching TV.....	2.28	3.14	73.1	78.1	3.12	4.01
Relaxing and thinking.....	0.34	0.38	23.4	18.9	1.45	2.03
Playing games.....	0.23	0.24	11.2	12.9	2.07	1.90
Computer use for leisure, excluding games.....	0.18	0.24	14.3	14.6	1.24	1.64
Reading for personal interest.....	0.30	0.36	19.4	20.3	1.53	1.78
Arts and entertainment (other than sports).....	0.03	0.16	1.2	5.2	2.89	3.10
Sports, exercise, and recreation.....	0.26	0.29	21.0	16.5	1.23	1.79
Participating in sports, exercise, and recreation.....	0.24	0.26	20.6	15.6	1.19	1.70
Walking.....	0.09	0.06	9.9	6.0	0.91	0.95
Attending sporting or recreational events.....	— ²	0.03	0.5	1.0	— ³	3.03
Travel related to leisure and sports.....	0.12	0.25	19.3	30.1	0.62	0.82

See footnotes at end of table.

Table A-2C. Time spent in detailed primary activities and percent of the civilian population engaging in each activity, averages per day on weekdays and weekends, 2022 annual averages, women — Continued

Activity	Average hours per day, civilian population		Average percent engaged in the activity per day		Average hours per day for persons who engaged in the activity	
	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays	Weekdays	Weekends and holidays
Telephone calls, mail, and e-mail.....	0.22	0.19	23.2	19.8	0.94	0.95
Telephone calls (to or from).....	0.15	0.14	15.2	14.5	0.97	0.96
Household and personal messages.....	0.07	0.04	11.7	6.8	0.60	0.63
Household and personal mail and messages.....	0.02	0.02	5.3	3.1	0.46	0.50
Household and personal e-mail and messages.....	0.05	0.03	7.4	3.9	0.63	0.70
Travel related to telephone calls.....	— ²	— ²	0.4	0.5	— ³	— ³
Other activities, not elsewhere classified.....	0.23	0.21	18.7	15.0	1.22	1.42

¹ Includes naps and spells of sleeplessness.

² Estimate is approximately zero.

³ Estimate is suppressed because it does not meet the American Time Use Survey publication standards.

- Not applicable.

NOTE: A primary activity refers to an individual's main activity. Other activities done simultaneously are not included. Data refer to persons 15 years and over.

Source: American Time Use Survey, Bureau of Labor Statistics