

Exhibit B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

JON HOAK, ANTHONY FANO,
ALLAN QUICK, PATRICIA
GIERING, and NANCY PARIN, on
behalf of themselves and all those
similarly situated,

Plaintiffs,

v.

PLAN ADMINISTRATOR OF
THE PLANS OF NCR
CORPORATION,

Defendant.

Civil Action File
No. 1:15-cv-03983-AT

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"). (Doc. __). The terms of the proposed settlement are set forth in a Class Action Settlement Agreement (the "Agreement") between Plaintiffs, the Plan Administrator of the Plans of NCR Corporation, and NCR Voyix Corporation (the "Parties").¹ The Agreement with accompanying exhibits is attached as Exhibit A to Plaintiffs' Memorandum of Law in Support of their Motion for Preliminary Approval. (Doc. __).

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Agreement.

Having reviewed the Agreement, together with its exhibits, the declarations of Class Counsel and of the proposed Settlement Administrator, and based upon Plaintiffs' Memorandum of Law and its familiarity with all prior proceedings in this Action, the Court has determined that the proposed settlement satisfies the criteria for preliminary approval, that the proposed Settlement Class should be conditionally certified, and the proposed Notice Plan and form of Notice should be approved. Accordingly, for good cause appearing in the record, IT IS HEREBY ORDERED AS FOLLOWS:

1. JURISDICTION

1. The Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e). The Court also has personal jurisdiction over the Parties.

2. PRIOR RULINGS RELEVANT TO PRELIMINARY APPROVAL

2. In September 2017, the Court certified for litigation purposes a class under Rule 23(b)(2) (the "Litigation Class") defined as follows: "All participants, former participants, beneficiaries and spouses or eligible spouses, as defined in [the Plans]² who received or were entitled to receive lump sum

² The "Plans" are (1) the Senior Executive Retirement, Death and Disability Plan, (2) the Retirement Plan for Officers of NCR, (3) the NCR Nonqualified Excess Plan, (4) the NCR Mid-Career Hire Supplemental Pension Plan, and (5) the NCR Supplemental Pension Plan for AT&T Transfers.

payments from NCR as a result of the termination of [the Plans].” (Doc. 83 at 32). The Court analyzed the Rule 23(a) prerequisites—numerosity, commonality, typicality, and adequacy—and found each satisfied. (*Id.* at 12-14). The Court further found that Rule 23(b)(2) was satisfied. (*Id.* at 14-15). The Court appointed Plaintiffs Hoak, Fano, Giering, and Quick as representatives of the Litigation Class and appointed Korein Tillery LLC and Bondurant Mixson & Elmore, LLP as Class Counsel. (*Id.* at 14).

3. In 2020, after the close of fact and expert discovery, Plaintiffs and Defendant filed cross-motions for summary judgment. (Doc. 136, 151). In February 2024, the Court entered an order granting Plaintiffs’ motion for summary judgment and denying Defendant’s. (Doc. 228).

4. In June 2024, the Court entered an order granting certain relief to Plaintiffs and the Litigation Class (the “Relief Order”). (Doc. 237 at 8-26). All amounts owed under the Relief Order were to be paid from the general assets of NCR Voyix Corporation (renamed from NCR Corporation). (*Id.* at 3). On the same day that the Court entered the Relief Order, it also entered a final judgment (together with the Relief Order, the “2024 Judgment”). (Doc. 238).

5. The Court’s 2024 Judgment applied to all members of the Litigation Class, except that the Court specifically relieved Defendant from distributing payments to four individuals: Keith Taylor, Raymond

Fitzsimmons, Sandra Black, and Mohsen Stephan (the “Excluded Persons”). (Doc. 237 at 30-31). The Court found that Defendant had presented evidence suggesting that the Excluded Persons’ entitlements to relief might be barred by claim preclusion (Taylor) or settlement releases (Fitzsimmons, Black, Stephan). (*Id.*)

6. NCR appealed to the United States Court of Appeals for the Eleventh Circuit, which affirmed the Court’s 2024 Judgment in all respects. (Doc. 250). In February 2026, the Eleventh Circuit remanded the case back to the Court for resolution of all remaining issues. (Doc. 252).

3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

7. As set forth more fully herein, the Court finds that giving notice of the proposed settlement is justified pursuant to Rule 23(e)(1). The Court finds that it will likely be able to approve the proposed settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the following “Settlement Class” for purposes of judgment on the settlement: “All former participants in the Plans, their eligible spouses, and their beneficiaries—other than the Excluded Persons—who received or were entitled to receive lump sum payments from NCR as a result of the termination of the Plans.”

8. For settlement purposes, the Court determines that the proposed Settlement Class meets all the requirements of Rule 23(a) and Rule 23(b)(3). Specifically, the Court finds that:

a) The Settlement Class, which consists of 189 members (the “Class Members”), is so numerous that joinder of all Class Members would be impracticable.

b) There are issues of law and fact that are common to the Settlement Class, including the proper calculation of damages under the Court’s 2024 Judgment.

c) The claims of Plaintiffs are typical of and arise from the same operative facts as the claims of Class Members.

d) Plaintiffs will fairly and adequately protect the interests of the Settlement Class.

e) Questions of law or fact common to Class Members predominate over any questions affecting only individual members.

f) A class action and class settlement is superior to other methods available for a fair and efficient resolution of the remaining disputes.

9. Plaintiffs Jon Hoak, Anthony Fano, Allan Quick, and Patricia Giering are designated and appointed as the representatives for the Settlement Class.

10. The following law firms and lead lawyers for each firm are designated as Class Counsel for the Settlement Class pursuant to Rule 23(g): Michael E. Klenov of Korein Tillery LLC, and David G.H. Brackett of Bondurant Mixson & Elmore, LLP. The Court finds that these firms and lawyers will adequately protect the interests of the Settlement Class.

4. PRELIMINARY EVALUATION OF THE PROPOSED SETTLEMENT

11. Upon preliminary review, the Court finds the proposed settlement provides a recovery for the Class that is within the range of what could be approved as fair, reasonable, and adequate, taking into account the risks, expense, and delay of continued litigation; is the result of good faith and arm's-length negotiations between experienced counsel on both sides; is not otherwise deficient; otherwise meets the criteria for approval; and thus warrants issuance of Notice to the Settlement Class.

12. In making this determination, the Court has considered the substantial monetary benefits to the Settlement Class, including the Settlement Amount of \$47,750,000; the fact that the settlement was achieved after more than ten years of contested litigation including a judgment by this Court that was affirmed by the Eleventh Circuit; the effectiveness of the proposed method of distributing relief to the Class; the proposed equitable manner of allocating the Settlement Amount among Class Members based on

their individual damages under the 2024 Judgment as calculated by the Parties with the assistance of their actuarial experts; and all of the other factors required under Rule 23.

5. FINAL FAIRNESS HEARING

13. A Final Fairness Hearing shall take place before the Court on **[DATE TO BE SET BY THE COURT]**, at **[TIME]** in **[COURTROOM]** of the United States District Court for the Northern District of Georgia, located at the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303-3309, to determine whether:

- a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Rule 23;
- b) the settlement should be approved as fair, reasonable, and adequate, and the Agreement should be given final approval;
- c) Class Counsel's forthcoming motion requesting an award of attorneys' fees, costs, and expenses under the common-fund doctrine (the "Fee and Cost Award") should be approved; and
- d) any other matters the Court deems necessary and appropriate.

14. Any Class Member who has not timely and properly excluded himself or herself from the Settlement Class in the manner described below may appear at the Final Fairness Hearing in person or through counsel and be

heard, to the extent allowed by the Court, regarding the proposed settlement, except that no Class Member who has elected to exclude himself or herself from the Settlement Class shall be entitled to object or otherwise appear, and no Class Member shall be heard in opposition to the settlement unless the Class Member complies with the requirements of this Order pertaining to objections, which are described below.

15. The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the settlement website maintained by the Settlement Administrator.

6. EXCLUSIONS FROM THE SETTLEMENT CLASS

16. Any person listed on Exhibit 1 to the Agreement who wishes to be excluded from the Settlement Class must, either themselves or through a duly appointed representative with actual authority, deliver to the Settlement Administrator a written and signed statement designated “Request for Exclusion” by mail or email at the addresses reflected in the Court-approved Notice, on or before the Exclusion Request Deadline set forth at the end of this Order.

17. The Request for Exclusion must (1) provide the name, address, telephone number, and e-mail address (if available) of the person whose

exclusion is sought; (2) indicate that the person whose exclusion is sought does not wish to participate in or be bound by the settlement; and (3) be signed individually by the person whose exclusion is sought, or by a duly appointed representative of that person with actual authority. If the Request for Exclusion is on behalf of a person who is deceased, it additionally must (4) provide a death certificate and the date of death for the person whose exclusion is sought; (5) provide the name, address, telephone number, and e-mail address (if available) of the person who is seeking exclusion on behalf of the deceased; and (6) provide documentation establishing the requesting person's authority to make the exclusion request on behalf of the deceased.

18. The Settlement Administrator shall promptly furnish to Class Counsel and to Defendant's counsel copies of all timely and valid Requests for Exclusion. Prior to the Final Fairness Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested exclusion from the Settlement Class.

19. All individuals who submit valid and timely Requests for Exclusion shall not be bound by any orders or judgments entered in connection with the settlement; be entitled to any relief under the settlement; or be entitled to object to any aspect of the settlement. Individuals who request exclusion from the Settlement Class shall continue to be bound by the Court's prior Relief Order and 2024 Judgment, as described further below.

7. OBJECTIONS AND APPEARANCES

20. Any Class Member who has not requested exclusion and who wishes to object to the settlement or to Class Counsel's request for a Fee and Cost Award must file with the Clerk of the Court a written "Objection," with service on all Parties, no later than the Objection Deadline set forth at the end of this Order.

21. All objections (1) must certify under penalty of perjury in accordance with 28 U.S.C. § 1746 that the filer is a Class Member or has been legally authorized to object on behalf of the Class Member, and provide an affidavit or other proof of actual legal authority; (2) must provide the name, address, telephone number, and e-mail address (if available) of the filer and the Class Member; (3) must state all objections asserted by the Class Member and the specific reason(s) for each objection, and also include all legal support and evidence the person wishes to bring to the Court's attention; (4) must indicate if the Class Member wishes to appear at the Final Fairness Hearing; and (5) must identify all witnesses the Class Member may call to testify.

22. If an objection is filed by a representative on behalf of a Class Member who is deceased, it additionally must (6) provide a death certificate and the date of death for the Class Member; (7) provide documentation establishing the representative's authority to object on behalf of the deceased

Class Member; (8) clearly state that the objection is made in the filer's representative capacity; and (9) be signed by the authorized representative.

23. Any Class Member who fails to object to the settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the settlement at the Final Fairness Hearing, and shall be precluded from seeking any review of the settlement or the terms of the Agreement by appeal or any other means.

8. SETTLEMENT ADMINISTRATION

24. Kroll Settlement Administration LLC ("Kroll") is hereby appointed as the Settlement Administrator, with responsibility for administering the settlement in accordance with the Agreement and this Order, including: establishing and administering the Settlement Fund; identifying and verifying current contact information for Class Members; identifying which Class Members are deceased and identifying potential Successors; preparing, printing, and sending the Court-approved Notice; establishing and maintaining the settlement website; receiving and processing Requests for Exclusion; verifying the identity of Class Members and the legal authority of Successors; distributing Settlement Net Payments; and preparing reports related to the Notice and administration process. All fees and expenses of the Settlement Administrator shall be paid from interest accrued on the

Settlement Fund, subject to Court approval, pursuant to the terms of the Agreement.

9. DEPOSIT OF THE SETTLEMENT AMOUNT AND ESTABLISHMENT OF THE SETTLEMENT FUND

25. Under the Agreement, NCR Voyix Corporation shall cause the Settlement Amount of \$47,750,000 to be deposited into an interest-bearing escrow account for the benefit of the Settlement Class (the “Settlement Fund”), which shall be established by the Settlement Administrator.

26. Under the Agreement, the Settlement Fund is intended to be and shall be treated as a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 from the earliest possible date. To effectuate this intent, the Court further orders as follows.

27. Pursuant to Treasury Regulation § 1.468B-1, the Court hereby establishes and approves, effective as of the date of entry of this Order, a qualified settlement fund designated as the Hoak v. NCR Settlement Fund (the “QSF”). The QSF is established to resolve and satisfy the claims asserted in the above-captioned action, which arise from alleged violations of law and give rise to claims of liability within the meaning of Treasury Regulation § 1.468B-1(c)(2). The QSF satisfies each of the requirements of Treasury Regulation § 1.468B-1(c): it is established by order of this Court; it is established to resolve claims that have resulted from events giving rise to at least one claim asserting

liability arising out of a violation of law; and its assets shall be segregated from all other assets of NCR Voyix Corporation as provided herein.

28. Kroll Settlement Administration LLC is hereby appointed as administrator of the QSF within the meaning of Treasury Regulation § 1.468B-2(k)(3) and is authorized to take all actions necessary and appropriate to administer the QSF in accordance with this Order and the Agreement, including without limitation receiving, holding, investing, and disbursing funds in accordance with the terms of this Order and the Agreement, and filing all required tax returns and paying all taxes owed by the QSF. Prior to the initial deposit into the QSF, the administrator shall obtain a federal Employer Identification Number for the QSF by filing IRS Form SS-4, and shall provide that Employer Identification Number to Class Counsel and Defendant's Counsel. All assets of the QSF shall be held in a separately designated account under that Employer Identification Number, segregated from all other assets of NCR Voyix Corporation and from all other funds held by the administrator.

29. Within ten (10) business days of the entry of this Order, NCR Voyix Corporation shall transfer the sum of \$47,750,000 to the QSF by wire transfer to the account designated by the administrator. Upon transfer, such funds shall constitute assets of the QSF and shall be subject to the exclusive jurisdiction of this Court and the administration of the QSF administrator as provided herein. NCR Voyix Corporation's transfer of funds to the QSF

pursuant to this Order shall constitute a transfer to a qualified settlement fund for all purposes of Treasury Regulation § 1.468B-1, including for purposes of the economic performance rules of Internal Revenue Code § 461(h)(2)(C) and Treasury Regulation § 1.468B-1(e), effective as of the date of the transfer.

30. The QSF shall be treated as a qualified settlement fund for federal income tax purposes from the date of this Order. The QSF is a separate taxable entity and shall be taxed in accordance with Treasury Regulation § 1.468B-2. The administrator shall cause the QSF to file all required federal, state, and local tax returns, and shall pay all taxes owed by the QSF from the assets of the QSF. Neither the Parties to the Agreement nor Class Counsel shall have any obligation or liability for taxes owed by the QSF.

31. The administrator is authorized to invest the assets of the QSF in instruments consistent with the requirements for a QSF under Treasury Regulation § 1.468B-1 *et seq.*, including short-term United States Agency or Treasury securities, or an interest-bearing account insured by the Federal Deposit Insurance Corporation pending distribution in accordance with the terms of the Agreement and any order of this Court. All investment income shall be credited to the QSF and shall be subject to the tax obligations described above.

32. In the event that the Settlement Agreement is terminated or this Court declines to grant final approval of the Settlement, and subject to any

order of this Court directing otherwise, the assets of the QSF (including investment income, net of taxes paid or owed by the QSF and net of any expenses of the QSF approved by this Court) shall be returned to NCR Voyix Corporation within twenty (20) business days of such termination or denial of final approval. Upon such return, NCR Voyix Corporation shall recognize income as required by Treasury Regulation § 1.468B-1(n) to the extent it previously deducted the transferred amounts. The existence of this reversion provision shall not affect the QSF's status as a qualified settlement fund under Treasury Regulation § 1.468B-1 from and after the date of this Order.

10. NOTICE TO THE SETTLEMENT CLASS

33. The Notice Plan along with the form of Notice attached as Exhibits B and C to Plaintiffs' Memorandum of Law in Support of their Motion for Preliminary Approval, satisfy the requirements of Federal Rule of Civil Procedure 23 and due process and therefore are approved. Non-material modifications to the form of Notice may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court. The Settlement Administrator is directed to carry out the Notice Plan and to perform all other tasks that the Agreement requires.

34. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Notice Plan and the form of Notice:

a) constitute the best practicable notice to the Settlement Class;

b) are reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, the terms of the proposed settlement, and their rights under the proposed settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Agreement;

c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice;

d) satisfy the requirements of Rule 23(c), and the constitutional requirement of the Due Process Clause(s) of the United States and Georgia Constitutions.

35. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members. The Settlement Administrator is directed to carry out the Notice Plan in conformance with the Agreement.

11. CAFA NOTICE

36. Within ten (10) days after the filing of the Motion for Preliminary Approval, Defendant shall serve or cause the Settlement Administrator to serve a notice of the proposed settlement on the Attorney General of the United

States, the Secretary of the Department of Labor, and the attorneys general of all states in which Class Members reside, in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

12. CONTINUED EFFECT OF THE 2024 JUDGMENT AND STAY OF PROCEEDINGS

37. Nothing in this Order or the Agreement shall be deemed to vacate or modify the Court’s Relief Order or 2024 Judgment, which shall continue to bind the parties thereto. Except as necessary to effectuate this Order, all proceedings in this Action, other than those related to approval of the settlement, are stayed and suspended pending the Final Fairness Hearing and issuance of the Final Approval Order, or until further order of this Court.

13. TERMINATION OF THE SETTLEMENT

38. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if the settlement is not finally approved by the Court.

14. RETENTION OF JURISDICTION

39. The Court shall retain jurisdiction over this Action to consider all further matters arising out of or connected with the settlement, including the administration and distribution of the Settlement Fund, Class Counsel’s forthcoming request for a Fee and Cost Award, the enforcement of the Agreement, and any disputes related thereto.

15. DEADLINES RELATED TO APPROVAL OF THE SETTLEMENT

40. The Agreement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Fairness Hearing. Deadlines arising under the Agreement and this Order include the following:

ACTION	DEADLINE
CAFA Notice to State and Federal Officials	10 days after filing the Motion for Preliminary Approval
Class Counsel delivers Class Member information to Settlement Administrator	7 days after entry of this Order
NCR deposits Settlement Amount into Settlement Fund	10 business days after entry of this Order
Notice distributed to Class Members (“Notice Date”)	30 days after entry of this Order
Class Counsel files Motion for Fee and Cost Award	30 days before the Objection Deadline
Exclusion Request Deadline	45 days after the Notice Date
Objection Deadline	45 days after the Notice Date
Motion for Final Approval filed	7 days before the Final Fairness Hearing
Final Fairness Hearing	[DATE AND TIME TO BE SET BY THE COURT]

SO ORDERED, this _____ day of _____, 2026.

Honorable Amy Totenberg
United States District Judge

Prepared by:

/s/ David G. H. Brackett

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