

Exhibit D

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Agreement”) is hereby entered into by and between (1) Plaintiffs Jon Hoak, Anthony Fano, Allan Quick, and Patricia Giering, on behalf of themselves and the Settlement Class as defined below (“Plaintiffs”), and (2) The Plan Administrator of the Plans of NCR Corporation (the “Plan Administrator”) and NCR Voyix Corporation (together with the Plan Administrator, “NCR”). Collectively, Plaintiffs and NCR are referred to herein as the “Parties.”

RECITALS

1. In 2015, Plaintiffs filed in the United States District Court for the Northern District of Georgia (the “Court”) a lawsuit under the Employee Retirement Income Security Act of 1974 (“ERISA”) against the Plan Administrator and other NCR-affiliated defendants, which was assigned the civil case number 15-cv-3983 (the “Action”). Plaintiffs alleged that defendants breached the terms of six non-qualified retirement plans sponsored by NCR Corporation.

2. The Court subsequently dismissed all defendants other than the Plan Administrator from the Action; dismissed claims related to one of the six plans, leaving five plans at issue in the Action (the “Plans”); certified a Litigation Class as defined below under Federal Rule of Civil Procedure 23(b)(2); and resolved via summary judgment certain individual claims related to who qualified as an “eligible spouse” under the Plans, which claims were later separately settled and dismissed from the Action. Following all these events, Plaintiffs’ operative allegations in the Action were reflected in their Fourth Amended Complaint.

3. In 2020, Plaintiffs and the Plan Administrator filed cross-motions for summary judgment. In February 2024, the Court entered an order granting Plaintiffs’ motion for summary judgment and denying the Plan Administrator’s motion for summary judgment.

4. In June 2024, the Court entered an order granting certain relief to Plaintiffs and the Litigation Class (the “Relief Order”), which included (1) ordering the Plan Administrator to estimate the lump sum values of replacement annuities at the time of the Plan termination that would have been sufficient for each Class Member to purchase such replacement annuity by applying the discount rate and mortality assumptions used by the Pension Benefit Guaranty Corporation (the “PBGC Assumptions”) and ordering the Plan Administrator to calculate the damages due to each Class Member as the replacement annuity cost for each participant less the amount of benefits already paid to each participant; (2) ordering the Plan Administrator to add prejudgment interest to the amount due each participant at a specified rate; (3) ordering the Plan Administrator to further add post-judgment interest at a specified rate; and (4) ordering the Plan Administrator to pay all of these additional amounts to members of the Litigation Class. All amounts owed under the Relief Order were to be paid from the general assets of NCR Voyix Corporation (renamed from NCR Corporation).

5. On the same day that the Court entered the Relief Order, it also entered a final judgment in the Action (the “2024 Judgment”). Separately, the Court deferred resolution of issues related to attorneys’ fees and costs—including Plaintiffs’ potential entitlement to an award of fees and costs under ERISA or the terms of the Plans—until after any appeals of the 2024 Judgment were exhausted.

6. The Plan Administrator appealed the Court’s 2024 Judgment to the United States Court of Appeals for the Eleventh Circuit. The Eleventh Circuit affirmed the Court’s 2024 Judgment. In February 2026, the Eleventh Circuit remanded the Action back to the Court for resolution of all remaining issues.

7. Leading up to and following remand from the Eleventh Circuit, the Plan Administrator delivered to Plaintiffs the calculations reflecting the amounts it believed it owed to

members of the Litigation Class under the Court's Relief Order and 2024 Judgment, which amounts were derived with the assistance of the Plan Administrator's actuarial expert. With the assistance of their own actuarial expert, Plaintiffs disputed the Plan Administrator's interpretation of the Relief Order and the appropriateness of its calculations in several respects. Plaintiffs' position was that the Plan Administrator's proposed payments were too low. In response, the Plan Administrator adjusted its proposed payments in some respects but not others, leaving the parties with a dispute that would require further litigation and resolution by the Court, including potential evidentiary hearings involving complex actuarial calculations and expert testimony.

8. During the Plan Administrator's appeal, Plaintiffs filed a motion with the Eleventh Circuit seeking an award of attorneys' fees under ERISA for the work that their counsel had performed on the appeal. The Plan Administrator intended to contest Plaintiffs' entitlement to an award of attorneys' fees, as well as the amount of fees that Plaintiffs requested. The parties agreed that the issue of attorneys' fees on appeal would be more appropriately resolved by the district court as part of broader consideration of fee and cost issues following remand. Accordingly, with the Plan Administrator's consent, Plaintiffs moved the Eleventh Circuit to transfer consideration of their fee motion to the Court, which the Eleventh Circuit granted.

9. Separately, in February 2026, Plaintiffs also delivered to the Plan Administrator an as-then-current estimate of the lodestar measure of attorneys' fees for the prosecution of the entire Action that the Court in its discretion could award to Plaintiffs under ERISA, or under the terms of the Plans as a matter of contract, following remand. The Plan Administrator intended to contest Plaintiffs' entitlement to an award of attorneys' fees, as well as the amount of the fees awardable, leaving the parties with a dispute that would require further litigation and resolution by the Court.

10. The Parties recognize that litigation of these disputes would consume substantial time and financial resources, require the Court to consider and resolve multiple contested motions,

and materially delay payments to the Litigation Class. The Parties also recognize that there is uncertainty in how the Court would resolve their disputes, creating substantial additional risk for the Parties from continued litigation.

11. Now, therefore, subject to approval by the Court, the Parties agree to compromise, settle, and finally resolve all remaining issues in the Action on the terms set out below.

DEFINITIONS

12. “2024 Judgment” shall mean the judgment entered by the Court on June 10, 2024, at ECF No. 238.

13. “Action” shall mean the case captioned as *Hoak et al. v. Plan Administrator of the Plans of NCR Corp.*, 15-cv-3983-AT (N.D. Ga).

14. “Class Members” shall mean the members of the Settlement Class who have not requested exclusion from the Settlement Class.

15. “Class Counsel” shall mean Plaintiffs’ counsel of record from the law firms of Korein Tillery LLC and Bondurant Mixson & Elmore, LLP.

16. “Clerk of Court” shall mean the Office of the Clerk for the United States District Court for the Northern District of Georgia, Atlanta Division, with the address of 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3309, and phone number (404) 215-1660.

17. “Court” shall mean the United States District Court for the Northern District of Georgia, with the Honorable Judge Amy Totenberg currently assigned to the Action.

18. “Excluded Persons” shall mean the four individuals excluded from the Settlement Class: Keith Taylor, Raymond Fitzsimmons, Sandra Black, and Mohsen Stephan.

19. “Fee and Cost Award” shall mean any award of attorneys’ fees, costs, and expenses that the Court orders in response to Class Counsel’s motion seeking such an award from the Settlement Fund under the common-fund doctrine or similar legal doctrine.

20. “Final Approval Order” shall mean the Court order granting final approval to this class action settlement.

21. “Final Fairness Hearing” shall mean the hearing that the Court holds, at a date to be set by the Court, to entertain arguments of interested parties regarding whether to grant final approval to the class action settlement embodied in this Agreement or to approve Class Counsel’s motion seeking a Fee and Cost Award (or both).

22. “Finality” shall mean the latest date on which any of the following events occur: (1) when the Court issues an order granting final approval to this class action settlement, if there are no objections to the settlement; (2) when Court issues an order resolving Class Counsel’s motion for a Fee and Cost Award, if there are no objections to that motion; (3) when the time to appeal the Court’s order granting final approval to this class action settlement expires, if there are objections to the settlement; (4) when the time to appeal the Court’s order resolving Class Counsel’s motion for a Fee and Cost Award expires, if there are objections to that motion; (5) remand to the Court following exhaustion of all appeals of either the order granting final approval to this class action settlement or the order resolving Class Counsel’s motion for a Fee and Cost Award, if there are appeals of either order.

23. “Litigation Class” shall mean the class the Court certified in a September 27, 2017 order at ECF No. 83, defined as follows: “All participants, former participants, beneficiaries and spouses or eligible spouses, as defined in either (a) the NCR Senior Executive Retirement, Death and Disability Plan, (b) the Retirement Plan for Officers of NCR, (c) the NCR Nonqualified Excess Plan, (d) the NCR Mid-Career Hire Supplemental Pension Plan, or (e) the NCR Supplemental

Pension Plan for AT&T Transfers who received or were entitled to receive lump sum payments from NCR as a result of the termination of NCR's nonqualified plans.”

24. “Notice” shall mean the document(s) and information that the Court orders to be directed to members of the Settlement Class and their potential Successors describing this settlement and their rights related to it, as well as the process of effectuating the Court's order.

25. “Notice Plan” shall mean the plan proposed by Class Counsel for providing Notice of this settlement to members of the Settlement Class and their potential Successors as part of the motion seeking preliminary approval of the settlement.

26. “Payment Negotiation Deadline” shall mean the latest date on which any check issued by the Settlement Administrator as part of the settlement administration process must be deposited or cashed, as provided for in this Agreement.

27. “PBGC Assumptions” shall mean the actuarial assumptions prescribed by the Pension Benefit Guaranty Corporation for estimating the present value of a terminated annuity in a defined-benefit pension plan that reflects the average price to purchase a replacement annuity in the private insurance market, as described in the Court's Relief Order at ECF No. 237, pp. 10-14.

28. “PBGC Lump Sums” shall mean the lump sum values of replacement annuities at the time of the Plans' termination that would have been sufficient for each participant to purchase such replacement annuity calculated by applying the PBGC Assumptions, as required in the Court's Relief Order at ECF No. 237, pp. 15-16, and from which the Plan Administrator would subtract the amount of benefits already paid to each participant to calculate the damages due to each participant.

29. “Plans” shall mean one or more of the following NCR-sponsored benefit plans at issue in the Action: the NCR Senior Executive Retirement, Death and Disability Plan; the Retirement Plan for Officers of NCR; the NCR Nonqualified Excess Plan; the NCR Mid-Career Hire Supplemental Pension Plan; and the NCR Supplemental Pension Plan for AT&T Transfers.

30. “Released Claims” shall mean any and all actual or potential claims (including claims for any and all losses, damages, unjust enrichment, attorneys’ fees, disgorgement, litigation costs, injunction, declaration, contribution, indemnification or any other type or nature of legal or equitable relief), actions, demands, rights, obligations, liabilities, expenses, costs, and causes of action, accrued or not, whether arising under federal, state, or local law, whether by statute, contract, or equity, whether brought in an individual or representative capacity, whether accrued or not, whether known or unknown, suspected or unsuspected, foreseen or unforeseen based in whole or in part on acts or failures to act:

- a. That arise out of or relate to the Plans;
- b. That would be barred by *res judicata* based on entry of the Final Approval Order;
- or
- c. That relate to the direction to calculate, the calculation of, the investments of money within, and/or the timing, method, or manner of allocation of the Qualified Settlement Fund under Sections 3, 4, and 5 of this Agreement.

The Class Members expressly waive and relinquish, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code and any similar state, federal or other law, rule or regulation or principle of common law.

31. “Released Parties” shall mean (a) the Plan Administrator, NCR, and any other defendants previously dismissed from the Action (collectively, “defendants”); (b) defendants’ insurers, co-insurers, and reinsurers; (c) defendants’ direct and indirect past, present, and future affiliates, parents, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees or heirs (including any individuals who serve or served in any of the foregoing capacities), and each person that controls, is controlled by, or is under common control

with them; (d) the Plans and the Plans' current and past fiduciaries, committees, subcommittees, administrators, plan administrators, recordkeepers, service providers, consultants, attorneys, agents, insurers and parties-in-interest; and (e) defendants' independent contractors, representatives, attorneys, administrators, insurers, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plan fiduciaries, employee benefit plan administrators, employee benefit plan committees and subcommittees, service providers to the Plans (including their owners and employees), members of their immediate families, consultants, subcontractors, and all persons acting under, by, through, or in concert with any of them.

32. "Relief Order" shall mean the order entered by the Court on June 10, 2024, at ECF No. 237.

33. "Settlement Amount" shall mean the sum of \$47,750,000.

34. "Settlement Administrator" shall mean the person or entity that the Court appoints to administer the settlement embodied in this Agreement, including the Settlement Fund, in its orders granting preliminary and final approval to the settlement.

35. "Settlement Allocation" shall mean the portion of the Settlement Amount allocated to each Class Member as described in Section 4 below and as reflected in **Exhibit 2** to this Agreement. The Settlement Allocation shall be comprised of two parts:

- a. "Damages Settlement Allocation" shall mean the portion of the Settlement Amount allocated to each Class Member as described in Section 4 below and as reflected in **Exhibit 2** to this Agreement.
- b. "Additional Settlement Allocation" shall mean the portion of the Settlement Amount allocated to each Class Member as described in Section 4 below and as reflected in **Exhibit 2** to this Agreement.

36. “Settlement Effective Date” shall mean the date on which the Final Approval Order is final. The Final Approval Order becomes final when the period for any motions for reconsideration, rehearing, appeals, petitions for certiorari, or similar has expired without initiation of such proceedings or, if such proceedings are timely initiated, when such proceeding is fully and finally resolved either by court action or voluntary action of any party without any possibility of reversal, vacatur, or modification of any judicial ruling, order, or judgment, including exhaustion of all proceedings in any remand or subsequent appeal and remand. The parties agree that absent an appeal or other attempted reconsideration or rehearing, the Final Approval Order becomes final thirty (30) calendar days after its entry by the Court.

37. “Settlement Fund” shall mean the escrow account into which the Settlement Amount will be deposited for the benefit of the Settlement Class, which is intended to be a Qualified Settlement Fund under Treasury Regulation § 1.468B-1 at the earliest possible date, and from which the Settlement Administrator will issue payments to Class Members or Successors pursuant to the Settlement Allocation.

38. “Settlement Net Payment” shall mean the net payment due to each Class Member from the Settlement Fund pursuant to the Settlement Allocation for each Class Member reduced by the Class Member’s proportional share of any Court-approved Fee and Cost Award.

39. “Settlement Class” shall mean the class certified by the Court under Federal Rule of Civil Procedure 23(b)(3) in its orders granting preliminary and final approval to the settlement, which the Parties will propose to be defined as follows: “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.” The persons in the Settlement Class are reflected in **Exhibit 1** to this Agreement.

40. “Successor(s)” shall mean those persons who, in the event that a Class Member is deceased at the time that Settlement Net Payments are distributed, has the legal right to receive some or all of the deceased Class Member’s Settlement Net Payment.

SETTLEMENT TERMS

1. Continued Binding Effect of the Relief Order and 2024 Judgment

41. It is the Parties’ intent that their settlement, as embodied in this Agreement, leave intact the Court’s Relief Order and 2024 Judgment, which will continue to bind the parties thereto. The Parties’ settlement resolves all actual and potential disputes related to the interpretation and implementation of the Relief Order and 2024 Judgment, as well as Plaintiffs’ potential entitlement to attorneys’ fees and costs under ERISA or the terms of the Plans, by distilling the payments due to Plaintiffs into agreed-to Class Member-specific and aggregate damages amounts and additional amounts. The Parties’ settlement also transfers implementation of the Relief Order and 2024 Judgment from the Plan Administrator to a Court-approved Settlement Administrator that will deliver payments to the Settlement Class through a Court-supervised administration process.

2. Certification of the Settlement Class and Settlement Approval

42. The Court previously certified a Litigation Class under Federal Rule of Civil Procedure 23(b)(2) defined as follows: “All participants, former participants, beneficiaries and spouses or eligible spouses, as defined in [the Plans,] who received or were entitled to receive lump sum payments from NCR as a result of the termination of [the Plans].”

43. The Court’s Relief Order and 2024 Judgment applies to all members of the Litigation Class, except that the Court specifically relieved the Plan Administrator from distributing payments under the Relief Order to four individuals: Keith Taylor, Raymond Fitzsimmons, Sandra Black, and Mohsen Stephan (the “Excluded Persons”). The Court found that the Plan Administrator had presented evidence suggesting that the Excluded Persons’ entitlements to relief might be barred by

claim preclusion (Taylor) or settlement releases (Fitzsimmons, Black, Stephan), and it instructed the Plan Administrator to separately inform these individuals of the Court's orders and the Plan Administrator's position on why they were prohibited by law or contract from recovering additional payments through the Action.

44. To effectuate this Agreement and obtain Court approval of the settlement embodied herein, the Parties shall stipulate to the certification of a Settlement Class under Federal Rule of Civil Procedure 23(b)(3) defined as follows: "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."

45. The Parties agree that the members of the Settlement Class are the same persons as the members of the Litigation Class, except that Keith Taylor, Raymond Fitzsimmons, Sandra Black, and Mohsen Stephan are specifically excluded from the Settlement Class. For the avoidance of doubt, **Exhibit 1** to this Agreement identifies by name each former participant or eligible spouse that is a member of the Settlement Class.

46. The Parties agree that, consistent with Federal Rule of Civil Procedure 23(c) and 23(e), members of the Settlement Class shall be given Court-approved Notice of the settlement, an opportunity to object to the terms of the settlement, and an opportunity to request exclusion from the Settlement Class. The Parties further agree that persons who request exclusion from the Settlement Class shall continue to be bound by the Court's prior Relief Order and 2024 Judgment.

47. Plaintiffs shall move the Court for preliminary approval of the settlement embodied in this Agreement by May 8, 2026, except as otherwise stipulated by the parties and approved by the Court. When moving for preliminary approval, the Parties shall ask the Court to set a Final Fairness Hearing at the earliest practicable date after the deadline to object to the settlement expires.

48. Plaintiffs shall move the Court for final approval of the settlement as soon as practicable after the deadline to object to the settlement expires and before the date the Court sets for the Final Fairness Hearing.)

49. Plaintiffs' counsel shall move the Court for an award of attorneys' fees, costs, and litigation expenses under the common fund doctrine (the "Fee and Cost Award") before the motion for final approval of the settlement.

3. The Settlement Fund

50. NCR shall pay \$47,750,000 (the "Settlement Amount") to fully and finally resolve all Class Member disputes related to the implementation of the Relief Order and 2024 Judgment, as well as all Class Member disputes related to attorneys' fees and costs potentially awardable to any of them. The Settlement Amount is an all-in settlement number, meaning that it includes all statutory and contractual attorneys' fees, administration costs, and other costs or expenses of any kind payable to Class Members. Any Court-approved Fee and Cost Award shall come solely from the Settlement Amount.

51. NCR shall cause the Settlement Amount to be deposited into an interest-bearing escrow account for the benefit of the Settlement Class (the "Settlement Fund"), which will be established by the Settlement Administrator, within 10 business days of when the Court grants preliminary approval of the settlement. Except in the context of the initial deposit into escrow, references to the Settlement Amount or Settlement Fund shall include any interest accrued thereon.

52. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation § 1.468B-1. The escrow account shall be treated as a QSF from the earliest possible date. The Parties shall seek to have the account qualified as a QSF in the motions for preliminary and final approval of the settlement. The Settlement Administrator shall timely make such elections as necessary or advisable to effectuate QSF status,

including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1), back to the earliest permitted date.

53. The Settlement Administrator shall act as escrow agent and shall have the authority to release funds from escrow for purposes of administering the settlement consistent with the terms of this Agreement. The Settlement Administrator shall be responsible for establishing, administering, and otherwise operating the QSF, including the preparation and filing of any tax returns.

54. The cost of providing Notice of the settlement shall be paid from the escrow account. This includes any reasonable and customary costs associated with providing Notice, such as (1) identifying and verifying current contact information for Class members; (2) identifying which Class Members are deceased; (3) for deceased Class Members, identifying potential Successors; (4) preparing, printing, and sending the Notice approved by the Court; (5) establishing and maintaining a settlement website with relevant case information and documents; (6) receiving and processing any responses to the Notice, including requests for exclusion; and (6) preparing reports related to the Notice process for the Parties or the Court.

55. If final approval of the settlement is denied, NCR shall recover the full balance then remaining in the escrow account.

4. Allocation of the Settlement Fund

56. For purposes of settlement, the Parties, with the assistance of their actuarial experts, have agreed to the Class Member-specific and aggregate damages amounts due to Class Members under the Court’s Relief Order and 2024 Judgment. Those damages amounts are reflected in **Exhibit 2** to this Agreement and are each Class Member’s “Damages Settlement Allocation.” Each Class Member’s Damages Settlement Allocation is the sum of (1) the damages due to each Class Member as the PBGC Lump Sum replacement annuity cost for each participant less the amount of benefits already paid to each participant; (2) pre-judgment interest as ordered by the Court; and (3)

post-judgment interest through April 1, 2026. The Damages Settlement Allocations sum to \$43,515,031.50.

57. The balance of the Settlement Amount, which sums to \$4,234,968.50, reflects the parties' compromise as to Class Members' potential entitlement to statutory attorney fees under ERISA § 502(g)(1), 29 U.S.C. § 1132(g)(1). The Parties agree that this amount shall be allocated among Class Members in proportion to the Class Members' Damages Settlement Allocation to produce each Class Members' "Additional Settlement Allocation."

58. Each Class Members' Damages Settlement Allocation plus Additional Settlement Allocation yields a Class-Member-specific Settlement Allocation. The Parties' agreed Class Member-specific Settlement Allocations are also reflected in **Exhibit 2** to this Agreement, and they sum to \$47,750,000.

5. Distribution of the Settlement Fund

59. Prior to distribution, the Settlement Allocation for each Class Member shall be reduced by any Court-approved Fee and Cost Award in proportion to his or her Settlement Allocation, thus yielding a "Settlement Net Payment" for each Class Member.

60. The settlement reflected in this Agreement is not intended to be and shall not be treated as a claims-made settlement. Each Class Member—or in the case of a deceased Class Member, the appropriate Successor(s)—shall have the right to collect that member's allocated Settlement Net Payment from the Settlement Fund, subject only to commercially reasonable verification by the Settlement Administrator that the person seeking to receive the payment is in fact the Class Member or an appropriate Successor.

61. Upon Finality of both settlement approval and the Fee and Cost Award, the Settlement Administrator can immediately begin distributing Settlement Net Payments from the Settlement Fund on a rolling basis to Class Members and Successors. Any Court-approved Fee and

Cost Award shall be distributed to Class Counsel within 10 business days following the date that the Settlement Administrator can begin distributing Settlement Net Payments to Class Members and Successors.

62. For Class Members who are living, the Settlement Administrator shall have 91 days after Finality to issue Settlement Net Payments. For Class Members who are deceased, and with respect to whom additional steps must be taken to perfect the Successors' right to receive a Settlement Net Payment (e.g., reopening an estate), Successors or their authorized representatives must initiate the necessary steps to receive the Settlement Net Payment within 91 days after Finality. For Successors who initiate such steps, the Settlement Administrator shall have 182 days after Finality to issue Settlement Net Payments.

63. The Settlement Administrator shall issue checks or other instruments to Class Members and Successors in an amount equal to their applicable Settlement Net Payment, irrespective of when payment is issued. Any interest that accrues on money in the Settlement Fund shall be held back and used in the first instance to pay the cost of settlement administration and taxes due on the interest.

64. If administratively feasible in the discretion of Class Counsel, any amounts of earned interest remaining after payment of administration costs and taxes will be distributed among prior recipients of Settlement Net Payments proportional to the amounts of their prior payments. If such distribution is not administratively feasible in the discretion of Class Counsel, any remaining amounts of earned interest may be distributed to a *cy pres* donee selected jointly by the Parties, subject to Court approval.

65. Class Members and Successors shall be given 90 days to deposit or cash any payments issued in the form of a check or similar negotiable instrument, as well as an additional 30 days to request re-issuance of a check that cannot be deposited or cashed within the original 90 days.

The last date by which all checks issued by the Settlement Administrator must be deposited or cashed is the “Payment Negotiation Deadline.”

66. If amounts remain in the QSF at the end of the Payment Negotiation Deadline specifically attributable to non-payment of Settlement Net Payments—whether as a result of the Settlement Administrator’s inability to locate a Class Member or Successor, the Class Member’s or Successor’s failure to provide reasonable verification, or the Class Member’s or Successor’s decision to opt out of the Settlement—NCR shall recover those amounts. NCR shall not recover any interest received by the QSF.

6. Release

67. In consideration of NCR’s payment of the Settlement Amount and the other terms reflected in this Agreement, Class Members agree to release all claims for relief, disputes, or entitlements they may have against the Plan Administrator or NCR Voyix Corporation (1) arising out of the events giving rise to the Action or arising out of the Relief Order and 2024 Judgment; and (2) for attorneys’ fee and costs, whether under ERISA or the terms of the Plans.

68. As of the Settlement Effective Date, Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, agents, attorneys, predecessors, successors, and assigns) shall fully, finally, and forever settle, release, relinquish, waive, and discharge all Released Parties from the Released Claims, whether or not any Class Member may discover facts in addition to or different from those which the Class Members or Class Counsel now know or believe to be true with respect to the Action and the Released Claims; whether or not any Class Member actually receives the Notice of settlement or a Settlement Net Payment; whether or not any Class Member filed an objection to the settlement or to any application by Class Counsel for a Fee and Cost Award; and whether or not the objections or claims for distribution of any Class Member have been approved or allowed.

69. Each Class Member hereby stipulates and agrees with respect to any and all Released Claims that, upon the Settlement Effective Date, the Class Members shall be conclusively deemed to, and by operation of the Final Approval Order shall settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including specifically Section 1542 of the California Civil Code or any similar, equivalent, or comparable provision of law or principle of common law.

70. Upon final approval of the settlement and the completion of the settlement administration process described herein, but no earlier than the Payment Negotiation Deadline, the Plan Administrator and NCR Voyix Corporation shall be deemed to have fully satisfied the Relief Order and 2024 Judgment.

71. Nothing herein shall preclude any action to enforce the terms of this Agreement.

7. Class Notice and Settlement Administration

72. Plaintiffs have retained and shall ask the Court to approve Kroll Settlement Administration to serve as the Settlement Administrator. If Kroll is not approved or is unable to serve, Plaintiffs shall propose another similar organization that, upon Court approval, shall be the Settlement Administrator for purposes of this Agreement.

73. The Settlement Administrator shall be responsible to the full extent practicable for discharging the responsibilities allocated to it in this Agreement. Subject to Court approval, all fees and expenses that the Settlement Administrator incurs in administering the settlement embodied in this Agreement shall be paid out of the Settlement Fund.

74. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to (1) minimize the costs of administration, (2) facilitate the delivery of Notice to intended recipients, and (3) maximize distribution of Settlement Net Payments to Class Members.

A. Class Notice

75. As part of seeking preliminary approval of the settlement, Plaintiffs shall propose to the Court a Notice Plan and form of Notice consistent with Federal Rule of Civil Procedure 23. The Notice Plan shall account for the fact that some Class Members are deceased.

76. Within 7 days of executing this Agreement, NCR shall deliver to Class Counsel the last-known contact information reasonably available to it for all Class Members listed in **Exhibit 1**, as well as their spouses, children, and any beneficiaries they previously designated to NCR as part of their employment or their participation in NCR-sponsored benefit plans. NCR shall also identify any persons listed in **Exhibit 1** that it knows to be deceased. Class Counsel shall supplement the information provided by NCR with the results of their own independent research.

77. No later than 7 days after the Court grants preliminary approval of the settlement, Class Counsel shall deliver to the Settlement Administrator all available information for Class Members listed in **Exhibit 1**, including their names, birthdates, social security numbers, last known contact information, whether they are deceased, and any known contact information for their spouses, children, or other potential Successors.

78. As part of implementing the Court-approved Notice Plan, the Plan Administrator shall use reasonable commercially available means to (1) identify and verify current contact information for Class Members; (2) identify and verify which Class Members are deceased; (3) for deceased Class Members, identify potential Successors; and (4) prepare, print, and distribute the Notice approved by the Court to Class Members and potential Successors.

79. The Settlement Administrator shall distribute the Court-approved Notice and otherwise implement the Notice Plan at the times directed in the Court's order granting preliminary approval of the settlement. Thereafter, the Settlement Administrator shall be responsible for

receiving and processing any responses to the Notice, including requests for exclusion, and preparing reports related to the Notice process for the Parties or the Court.

80. As part of implementing the Court-approved Notice Plan, the Settlement Administrator shall establish and maintain a website where Class Members and Successors can access relevant case information and documents, including the following: the Fourth Amended Complaint; the Court's order on the parties' cross-motions for summary judgment; the Court's Relief Order and 2024 Judgment; the Eleventh Circuit's appellate decision; this Agreement; the motion for preliminary approval of the settlement and the Court's preliminary approval order; the Court-approved Notice; Class Counsel's motion for a Fee and Cost Award; the date of the Final Fairness Hearing; and any other information or documents ordered by the Court or that Class Counsel in its discretion deems to be in the interest of Class Members.

81. No later than ten (10) calendar days after the filing of the motion for preliminary approval of the Settlement, NCR will serve, or cause the Settlement Administrator to serve, the notice 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, as specified by 28 U.S.C. § 1715.

B. Requests for Exclusion

82. Any person listed on **Exhibit 1** 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." The Request for Exclusion must be delivered to the Settlement Administrator by mail or email at the addresses reflected in the Court-approved Notice. To be effective, any Request for Exclusion must be received by the Plan Administrator on or before the date identified for that purpose in the Court-approved Notice.

83. 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.

84. 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.

85. Neither the Parties nor their respective attorneys shall in any way encourage any persons to request exclusion from the Settlement Class.

C. Objections

86. Any Class Member who has not requested exclusion and who wishes to object to the settlement or Class Counsel's request for a Fee and Cost Award must file with the Clerk of the Court, with service on all parties in accordance with Federal Rule of Civil Procedure 5, a written statement designated "Objection." To be timely, the Clerk of Court must receive the objection by the date designated in the Court-approved Notice.

87. Class Members may object either on their own or through an attorney hired at their own expense. If a Class Member is represented by counsel, counsel must file a notice of appearance with the Clerk of Court no later than the date ordered by the Court for filing objections and serve all parties in accordance with Federal Rule of Civil Procedure 5.

88. 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.

89. 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 in their fiduciary capacity.

90. Neither the Parties nor their respective attorneys shall in any way encourage or facilitate any persons to file objections.

D. Verifying Information and Distributing Payments

91. Each Class Member—or in the case of a deceased Class Member, the appropriate Successor(s)—shall have the right to collect that member's Settlement Net Payment from the Settlement Fund, subject only to commercially reasonable verification by the Settlement Administrator that the person seeking to receive the payment is in fact the Class Member or an appropriate Successor.

92. The Settlement Administrator shall facilitate to the fullest extent possible the receipt and timely processing of commercially reasonable verification, including by receiving the verifying information via mail, email, or a secure website portal. The Settlement Administrator shall promptly determine in its discretion whether the information sufficiently establishes that the person seeking to

receive the payment is in fact the Class Member, an authorized representative of the Class Member, or an appropriate Successor.

93. As a condition of receiving payment from the Settlement Fund, all persons seeking such payment must provide to the Settlement Administrator a completed and executed W-9.

94. To receive a Settlement Net Payment as the Successor of a deceased Class Member, a person claiming a right to receive the payment must submit to the Settlement Administrator a completed Successor verification form, together with documentation sufficient, in the Settlement Administrator's reasonable judgment, to establish that the claimant has legal authority to receive the payment on behalf of, or as the beneficiary of, the deceased Class Member's estate or trust. In making this determination, the Settlement Administrator shall be guided by verification guidelines approved by Class Counsel, which shall set forth specific documentation standards calibrated to the value of the Settlement Net Payment and to the nature of the claimant's asserted legal authority, including standards applicable to claimants acting as personal representatives of estates, heirs claiming under applicable small-estate or summary administration procedures, and trustees of trusts to which the deceased Class Member's right to receive the Settlement Net Payment has passed. Those guidelines shall be designed to impose the minimum documentation burden reasonably necessary to verify the claimant's authority while protecting against fraud and subsequent challenges to payment.

95. The Settlement Administrator shall have the authority, in its reasonable discretion, to request additional documentation or clarification from any person claiming a right to receive a Settlement Net Payment if the documentation submitted is incomplete, internally inconsistent, or raises a reasonable question regarding the claimant's authority to receive the Settlement Net Payment. The Settlement Administrator shall not be required to conduct an independent investigation of the claimant's representations or the validity of any documentation submitted, and

shall be entitled to rely in good faith on the documentation and representations provided; provided that the Settlement Administrator shall refer to Class Counsel for further guidance any claim as to which it has a genuine and specific reason to suspect fraud or misrepresentation. Any Settlement Net Payment made by the Settlement Administrator in good faith reliance on documentation and representations shall fully discharge the Settlement Fund's obligation with respect to that payment, and the Settlement Administrator, Class Counsel, and NCR shall bear no liability to any other person claiming a right to such payment, provided that the Settlement Administrator made the payment without actual knowledge that the claimant lacked authority to receive it.

96. In the event of a dispute between two or more persons claiming Successor status with respect to a single deceased Class Member's Settlement Net Payment, the Settlement Administrator shall promptly notify Class Counsel and shall hold the disputed payment in the Settlement Fund pending either (1) written agreement among all disputing claimants as to the proper recipient or allocation of the payment, accompanied by whatever documentation the Settlement Administrator reasonably requires to implement that agreement, or (2) an order of the Court directing the disposition of the payment, which the Settlement Administrator shall implement promptly upon receipt. If there is any such dispute, the period within which the Settlement Administrator must issue Settlement Net Payments shall be tolled from the earliest date that the Settlement Administrator identifies the dispute until the date that the dispute is finally resolved.

97. The Settlement Administrator shall promptly inform in writing any person claiming a right to receive a Settlement Net Payment from the Settlement Fund of any deficiency in verifying documentation and provide the claimant an opportunity to cure the deficiency. If the Settlement Administrator denies, in whole or in part, a claim for a Settlement Net Payment, it shall promptly notify the claimant in writing of the denial and the reason therefor. The claimant may request reconsideration by submitting a written request to the Settlement Administrator, together with any

additional documentation or argument, within 14 days of the denial notice. The Settlement Administrator shall respond to any such request within 14 days of receipt.

98. If the Settlement Administrator's decision upon reconsideration is adverse to the claimant, the Settlement Administrator shall promptly submit the decision and all related documentation to Class Counsel. Class Counsel shall investigate the dispute and use reasonable efforts to resolve it within 14 days of receipt. Class Counsel shall notify the claimant in writing of the outcome of this review.

99. If the dispute is not resolved to the claimant's satisfaction through Class Counsel's review, the claimant may file a motion to enforce this Agreement with the Court, invoking the Court's retained jurisdiction over the settlement, within 21 days of the earlier of (1) Class Counsel's written notification that resolution is not achievable or (2) the expiration of the 14-day Class Counsel review period. The motion shall identify the payment denied, the basis asserted by the claimant for entitlement, and the relief sought. The Parties shall have 14 days to respond to any such motion, and the Court's determination shall be final and binding.

100. The Settlement Administrator's determinations, when made in good faith and in accordance with the terms of this Agreement, shall be accorded substantial deference by the Court, and shall not be disturbed absent a showing that the determination was arbitrary, capricious, or inconsistent with the express terms of this Agreement.

101. Claims not timely submitted for reconsideration and Court review as provided in this Section shall be deemed waived, and the claimant shall have no further right to seek payment from the Settlement Fund. If the Settlement Administrator denies a claimant's request for a Settlement Net Payment, and the claimant pursues reconsideration, Class Counsel review, or a motion filed with the Court, then the period within which the Settlement Administrator must issue Settlement Net Payments shall be tolled from the date that the claimant initially requested the Settlement Net

Payment until the date that the reconsideration and review process described herein has been exhausted.

E. Administrator Reports

102. The Settlement Administrator shall provide periodic reports, no less frequently than monthly, on the status of the administration process, including the following: the balance of the Settlement Fund; itemized costs incurred by the Settlement Administrator; mailing and delivery of Notice; receipt of Requests for Exclusion; requests for Settlement Net Payments made by Class Members and Successors; distribution of Settlement Net Payments and whether they have been negotiated; and denials of claims for Settlement Net Payments. Such reports shall be delivered to Class Counsel and counsel for NCR. The Settlement Administrator shall also provide any reports and declarations requested by the Court or required to comply with Court orders.

8. Miscellaneous Provisions

103. NCR shall cooperate with Plaintiffs and Class Counsel in all efforts to effectuate the settlement embodied in this Agreement and implement its terms, including in seeking preliminary and final approval of the settlement, establishing a QSF, and providing information to aid in the Notice and settlement administration process.

104. This Agreement contains the entire agreement and understanding between the Parties concerning the subject matters addressed herein, and supersedes any prior or contemporaneous discussion or agreements on such subject matters. The Parties acknowledge and agree that (1) no promises, representations, or agreements have been made in connection with this Agreement other than those set forth herein; and (2) in deciding to enter this Agreement, they have not relied on any promise, statement, or representation of fact or law except for those that are expressly stated in this Agreement.

105. Once executed, no waiver, modification, or amendment of the terms of this Agreement shall be valid or binding unless in writing, signed by authorized signatories of all Parties, and then only to the extent set forth in such written waiver, modification, or amendment, and subject to any required Court approval.

106. The terms, provisions, and conditions of this Agreement are the result of negotiations in good faith and at arm's length between the Parties hereto. All Parties have been represented by legal counsel of their own choosing and have contributed substantially and materially to the preparation of this Agreement. Accordingly, the terms, provisions and conditions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, without application of any rule of interpretation or construction providing that ambiguous or conflicting terms, conditions, or provisions shall be interpreted or construed against the party that prepared the executed version or any prior drafts of the Agreement.

107. Any Exhibits to this Agreement are incorporated by reference as if fully set forth herein and are expressly made a part of this Agreement.

108. This Agreement shall become effective upon its execution by all Parties. The Parties may execute this Agreement in counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument. Signatures by electronic means shall be deemed to constitute original signatures. Each person executing the Agreement on behalf of a Party hereby represents and warrants that he or she is duly authorized to do so and that his or her signature to the Agreement binds the Party for which the signature is provided to all the terms of the Agreement.

109. This Agreement shall be governed by and construed in accordance with Georgia law, without taking into account Georgia choice-of-law principles.

110. The Court shall have and retain jurisdiction over the interpretation and implementation of this Agreement, as well as any and all matters arising out of or related to the interpretation or implementation of this Agreement.

111. All notices, requests, demands, or other communications required or contemplated under this Agreement or relating to this Agreement shall be in writing and be delivered by e-mail to the following persons:

If to Plaintiffs, Class Members, or Class Counsel:

Michael E. Klenov
mklenov@koreintillery.com
Garrett R. Broshuis
gbroshuis@koreintillery.com
KOREIN TILLERY, LLC
505 North 7th Street, Suite 3600
St. Louis, MO 63101
Telephone: (314) 241-4844

and

David G.H. Brackett
brackett@bmelaw.com
BONDURANT MIXSON & ELMORE, LLP
3900 One Atlantic Center
1201 West Peachtree Street, NW
Atlanta, GA 30309
Telephone: (404) 881-4100

If to NCR Voyix Corporation or the Plan Administrator:

General Counsel
law.notices@ncrvoyix.com
NCR VOYIX CORPORATION
864 Spring St NW
Atlanta, GA 30308

and

Paul W. Hughes
phughes@mcdermottlaw.com
Sarah P. Hogarth
shogarth@mcdermottlaw.com
MCDERMOTT WILL & SCHULTE LLP

500 North Capitol Street NW
Washington, DC 20001
Telephone: (202) 756-8000

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SIGNATURE PAGE

For Plaintiffs and the Class



Michael E. Klenov
KOREIN TILLERY LLC
Counsel for Plaintiffs and the Class

5/5/2026

Date

David G.H. Brackett
BONDURANT MIXSON & ELMORE, LLP
Counsel for Plaintiffs and the Class

Date

Jon Hoak
Plaintiff and Class Representative

Date

Anthony Fano
Plaintiff and Class Representative

Date

Allan Quick
Plaintiff and Class Representative

Date

Patricia Giering
Plaintiff and Class Representative

Date

For NCR Voyix Corporation and The Plan Administrator of the Plans of NCR Corporation

Christopher Murphy
Corporate Vice President, Deputy General Counsel -Litigation
NCR Voyix Corporation

Date

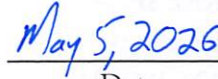
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For Plaintiffs and the Class

Michael E. Klenov
KOREIN TILLERY LLC
Counsel for Plaintiffs and the Class

Date





David G.H. Brackett
BONDURANT MIXSON & ELMORE, LLP
Counsel for Plaintiffs and the Class

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Date



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Date

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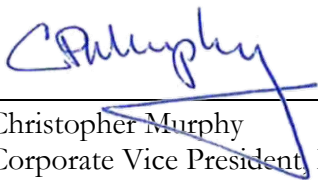
Allan Quick
Plaintiff and Class Representative

Date

Patricia Giering
Plaintiff and Class Representative

Date

For NCR Voyix Corporation and The Plan Administrator of the Plans of NCR Corporation



Christopher Murphy
Corporate Vice President, Deputy General Counsel -Litigation
NCR Voyix Corporation

May 6, 2026

Date

EXHIBIT 1 – MEMBERS OF SETTLEMENT CLASS

1. ACKERMANN, JOHN R.
2. ADAMSON, JAMES G.
3. AGGELAKOS, VAN
4. ANDERSON, WILLIAM S.
5. ARGYRIS, PHIL
6. ARMSTRONG, BRUCE
7. BALKOVIC, MATTHEW
8. BARONNER, THOMAS
9. BARRESE, ANTHONY L.
10. BASSANI, GIUSEPPE
11. BEAN, PATRICIA
12. BEARMAN, DAVID
13. BERG, ERIC
14. BERMAN, ROBERT M.
15. BIRD, SHELLY
16. BLANTON, ROCKY J.
17. BOCIAN, PETER
18. BOGAN, DANIEL
19. BOLLENBACHER, A TODD
20. BOYLE, LEO
21. BRAY, WILLIAM
22. BRENNAN, GEORGE
23. BRENNER, RICHARD R.
24. BUITER, WILBERT
25. BURNNETT, GARY W.
26. BUSTER, WILLIAM F.
27. CAMPBELL, MARK D.
28. CANNON, WARREN
29. CARLIN, RAYMOND
30. CARVER, TODD B.
31. CASTRAY, WARREN
32. CEGALIS, JEFF
33. CHEN, JASON
34. CHOW, ALAN
35. CLARK, DARRELL
36. CLARK, JAMES E.
37. CLASON, DONALD
38. COTSHOTT, GARY J.
39. COURSEN, SAM
40. CROMER, ROBERT C.
41. CRONIN, PATRICK

EXHIBIT 1 – MEMBERS OF SETTLEMENT CLASS

42. DAHAN, ANDRE
43. DALICHAU, WOLFGANG
44. DANIELS, NANCY G.
45. DAVIDSON, FREDERICK
46. DAVIS, ROBERT A.
47. DAVIS, SAUNDRA D.
48. DEHNERT, VICKY
49. DENNY, MICHAEL
50. DINUNZIO, MICHAEL J.
51. DORSMAN, PETER A.
52. DYER, KATHLEEN A.
53. EARLE, LOUIS
54. EAVES, LINDA S.
55. ECKDAHL, BARBARA
56. EGAN, GREGORY
57. EISENMAN, WILLIAM J.
58. ENNEKING, DANIEL J.
59. EVANS, RICHARD
60. EXLEY, CHARLES E.
61. FAIR, ROBERT E.
62. FANO, ANTHONY
63. FARRELL, PATRICIA
64. FLEET, REX M.
65. FOOTE, DOUGLAS S.
66. FORNELL, RUTH
67. FOSS, LISA
68. GAGLIARDI, GERALD
69. GAINES, ROBERT W.
70. GALLAGHER, EDWARD
71. GARCIA, ADELINE
72. GARRITY, JEFFREY T.
73. GEIRING, JOHN L.
74. GENDRON, WILLIAM A.
75. GIARDINO, FRANK
76. GNAU, SCOTT E.
77. GOGUEN, NANCY H.
78. GUJADHUR, RITA
79. GUY, JOE
80. HANGEN, BEVERLY
81. HARRINGTON, DANIEL L.
82. HEMPHILL, BRENDA

EXHIBIT 1 – MEMBERS OF SETTLEMENT CLASS

83. HOAK, JONATHAN
84. HODGKINSON, ROY
85. HOVEL, LEE W.
86. HOLLOWAY, WILLIAM W.
87. HOLT, RUSSELL
88. HOPKINS JR, DONALD H.
89. HOWELL, MARK
90. HOYLE, JOSEPH C.
91. HURD, MARK V.
92. JAMES, ROBERT C.
93. JAMESON, RUSSELL G.
94. JORGENSEN, RUTH A.
95. KLINGER, JERRY
96. KLUMB, DAVID
97. KOCH, TINA S.
98. KOEHLER, MICHAEL F.
99. KRUSE, RICHARD K
100. LANGOS, BRUCE A.
101. LAPPETITO, PAUL W.
102. LAWS, DAVID G.
103. LEA, RANDY S.
104. LEVERMANN, JOHN
105. LINTERN, ROGER C.
106. LOZIER, BRADLEY
107. LUTZ, JEFF
108. LYNCH, HUGH J.
109. MALHOTRA, SAJID
110. MANCHIR, JOHN
111. MARREI, JUNE
112. MAYS, THOMAS
113. MC GUIRE, ANGIE E.
114. MCCROSKEY, JEFFREY A.
115. MCDONALD, DARRYL D.
116. MCELWAIN, JAMES E.
117. MCINTOSH, MARGARET
118. MCMULLEN, JAMES J.
119. MILL, PATRICK R.
120. MIOLLA, RAYMOND L.
121. MITCHELL, HOWARD
122. MOHAN, ALOK
123. MORRISSEY, MICHAEL W.

EXHIBIT 1 – MEMBERS OF SETTLEMENT CLASS

124. MORTON, RICHARD A.
125. MOYER, GARY R.
126. MURPHY, JAMES
127. NECHES, PHILIP M.
128. NEWALL, FREDRICK
129. NEWBURG, MARK
130. NEWCOMB, CAROLE
131. NYBERG, LARS
132. NYQUIST, LAURA
133. O'LAUGHLIN, MICHAEL K.
134. O'NEILL, LOUISE
135. OOSTHUIZEN A.J.R.
136. ORENT, ANDREW
137. O'SHEA, WILLIAM T.
138. PATCHETT, WILLIAM J.
139. PATTERSON, H. G.
140. PHELAN, CECILIEA B.
141. PICASSO, CHARLES
142. PIGOTT, DANIEL A.
143. PINCETIC, JOSE E.
144. POOLE, JOHN R.
145. QUICK, ALLAN M.
146. QUINLAN, MARK
147. QUINLAN, PATRICIA
148. RAMBO, SYLVIA Y.
149. RANDALL, DESMOND
150. REECE, S. RICHARD
151. REESE, RICHARD B.
152. REYNOLDS, CLARK E.
153. RUSS, CHARLES P.
154. RUSSLER DOREN W.
155. SCHENE, PHYLLIS
156. SCHMIDT, CARSON T.
157. SCHRAM, LEE
158. SCHROEDER, PAUL A.
159. SCHULTZ, FREDERICK P.
160. SENEMAR, MT
161. SERVIDEA, PHILIP
162. SHANKS, EARL
163. SHELTON, JAMES
164. SIGNOM, LOLA A

EXHIBIT 1 – MEMBERS OF SETTLEMENT CLASS

165. SOLOMON, MICHAEL
166. SORRELS, DANIEL E.
167. STIERLE, THOMAS F.
168. STIPP, GREGORY M.
169. SWEARINGEN, GREGG
170. TAKAHASHI, HIDEAKI
171. TANG, MARGARITE
172. TARPEY, MICHAEL
173. THURMAN, PAUL
174. TRAMONTANO, BOB
175. TRIOLO, FRANK
176. UNDERWOOD, MIKE
177. VAN TASSEL, JAMES H.
178. VANCUREN, WILLIAM T.
179. VOLPE, THOMAS
180. WALLACE, CHRISTINE
181. WALTER, JOANNE
182. WEAVER, MICHAEL E.
183. WEIRAUCH, CHARLES E.
184. WHITE, R. ELTON
185. WILLIAMSON, GP
186. YATES, VERNON W.
187. YOUNG, ROBERT A.
188. GIERING, PATRICIA (Former Spouse, GIERING, JOHN L.)
189. PARIN, NANCY (Former Spouse, QUICK, ALLAN M.)

EXHIBIT 2
PROVISIONALLY
FILED UNDER
SEAL