

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SEAFARERS PENSION PLAN,)	
)	
Plaintiff,)	
)	
v.)	
)	C.A. No. 2020-0556-MTZ
ROBERT A. BRADWAY, <i>et al.</i> ,)	
)	
Defendants.)	
)	

ORDER AND FINAL JUDGMENT

WHEREAS, a hearing having been held before this Court on January 5, 2023 (the “Delaware Settlement Hearing”) in connection with the above-referenced action (the “Delaware Action”), pursuant to the Court’s August 30, 2022 Scheduling Order (the “Scheduling Order”), upon a Stipulation and Agreement of Compromise, Settlement, and Release dated August 10, 2022 (the “Stipulation”), which is incorporated herein by reference; due notice of the Delaware Settlement Hearing having been given in accordance with the Scheduling Order; the respective Parties having appeared by their attorneys of record; the Court having heard and considered evidence in support of the proposed settlement (the “Delaware Settlement”) set forth in the Stipulation; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to the Delaware Settlement Class was adequate and sufficient; and the entire matter

of the proposed Delaware Settlement having been heard and considered by the Court; and

WHEREAS, the Stipulation provides that, under certain conditions a Party may issue a Termination Notice and may move to vacate this Order and Final Judgment (the “Order”),

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this 13th day of January, 2023, as follows:

1. Incorporation of Documents and Definitions. This Order incorporates and makes a part hereof the Stipulation and all of its terms, conditions, provisions, and exhibits. All terms herein with initial capitalization that are not defined in this Order shall have the meanings ascribed to them in the Stipulation.

2. Jurisdiction. The Court has jurisdiction over the Delaware Action, and all matters relating to the Delaware Settlement, as well as personal jurisdiction over all of the Parties as it relates to this Delaware Action and the Delaware Settlement only.

3. Sufficiency of Notice. The Notice of Pendency of Derivative and Class Actions, Proposed Settlement of the Actions, and Settlement Hearings (the “Notice”) and the Summary Notice of Pendency of Derivative and Class Actions, Proposed Settlements of the Actions, and Settlement Hearings (the “Summary Notice”) have been provided to Delaware Settlement Class members pursuant to and in the manner

directed by the Scheduling Order, proof of the dissemination of the Notice and Summary Notice have been filed with the Court, and a full opportunity to be heard has been offered to all Parties and Persons in interest. The form and manner of the Notice and Summary Notice are hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of Court of Chancery Rule 23, due process, and applicable law, and to constitute due and sufficient notice to all Persons entitled thereto. It is further determined that all members of the Delaware Settlement Class (defined below) are bound by this Order.

4. Final Class Certification for Settlement Purposes. A non-opt out class, comprising all Persons who held Boeing stock at any time between December 11, 2019 and the date of the Stipulation (the “Delaware Settlement Class”), is finally certified in the Delaware Action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Plaintiff in the Delaware Action is appointed as class representative for the Delaware Settlement Class. Plaintiff’s Counsel in the Delaware Action are appointed as class counsel for the Delaware Settlement Class. In the event that the Stipulation is terminated pursuant to its terms or the Effective Date otherwise fails to occur, the certification of the Delaware Settlement Class shall be deemed vacated and the Delaware Action shall proceed as though the Delaware Settlement Class had never been certified.

5. Class Findings. Based on the record of the Delaware Action, the Court expressly and conclusively finds that each element required for certification of the Delaware Settlement Class pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) has been met in that: (a) the Delaware Settlement Class members are so numerous that their joinder in the Delaware Action would be impracticable; (b) there are questions of law and fact common to the Delaware Settlement Class sufficient to satisfy Court of Chancery Rule 23(a)(2); (c) the claims of Plaintiff are typical of the claims of the Delaware Settlement Class in that they all arise from the same allegedly wrongful course of conduct and are based on the same legal theories, satisfying Court of Chancery Rule 23(a)(2); (d) in connection with both the prosecution of the Delaware Action as well as the Delaware Settlement, Plaintiff and Plaintiff's Counsel are fair and adequate representatives of the Class, satisfying Court of Chancery Rule 23(a)(4); and (e) the requirements of Court of Chancery Rules 23(a) and 23(b)(1) and (b)(2) have been satisfied.

6. Approval of Settlement and Entry of Final Judgment. The Delaware Settlement is found to be fair, reasonable, adequate, and in the best interests of the Delaware Settlement Class. The Court further finds that the Delaware Settlement is the result of arm's-length negotiations between experienced counsel fairly and adequately representing the interests of the respective Parties. Accordingly, this Court fully and finally approves the Delaware Settlement in all respects, the Parties

are hereby authorized and directed to comply with and to consummate the Delaware Settlement in accordance with its terms, conditions, and provisions, and the Register in Chancery is directed to enter and docket this Order in the Delaware Action.

7. Dismissal of Action. The Delaware Action is hereby dismissed with prejudice, on the merits, and in its entirety in full and final discharge of any and all claims or obligations that were or could have been asserted in the Delaware Action against Defendants and, except as provided in the Stipulation and this Order, without fees, costs, or expenses to any Party or any of the Defendants.

8. Definitions for Releases.

a. “Released Claims” means Released Delaware Plaintiff Claims and Released Defendant Claims.

b. “Released Defendant Claims” means any and all claims arising out of or relating to the initiation, prosecution, or resolution of the Delaware Action, excepting any claim to enforce the Stipulation or Delaware Settlement.

c. “Released Defendant Parties” means, whether or not each or all of the following Persons were named, served with process, or appeared in the Delaware Action: (i) Defendants; (ii) any Person that is or was related to or affiliated or associated with any or all of Defendants or in which any or all of them has or had a controlling interest; and (iii) with respect to Persons described in (i)-(ii), each of their respective past or present family members, spouses, heirs, trusts, trustees,

executors, estates, foundations, administrators, beneficiaries, distributees, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, stockholders, principals, officers, managers, directors, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, transferees, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, financing sources, lenders, commercial bankers, attorneys, legal advisors, personal or legal representatives, accountants, tax advisors, technical advisors, insurers, co-insurers, reinsurers, and associates.

d. “Released Delaware Plaintiff Claims” means

(i) any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, counterclaims, offsets, issues and controversies of any kind, nature, or description whatsoever;

(ii) whether known or unknown, accrued or unaccrued, disclosed or undisclosed, apparent or not apparent, foreseen or unforeseen, matured or not

matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent;

(iii) that the Released Plaintiff Parties or any other member of the Delaware Settlement Class asserted, could have asserted or could hereafter assert in any direct or class capacity in the Delaware Action or any other action against any of the Released Defendant Parties, whether based on state, local, federal, statutory, regulatory, common, or other law or rule;

(iv) in any court, tribunal, other adjudicatory body, forum, suit, action, or proceeding; and

(v) which now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, or previously were based upon, arose out of, resulted from, were related to or involved, directly or indirectly, in whole or in part, the allegations made in, or the subject matter of, the Delaware Action, including, but not limited to:

(A) the maintenance or invocation of the Forum Selection By-law (in its form prior to the amendment contemplated by the Stipulation);

(B) the conduct, actions, inactions, deliberations, discussions, decisions, votes, statements, representations, omissions, disclosures, or non-disclosures of any Released Defendant Party, including any

Released Defendant Party's solicitation of proxies, relating to the matters set forth in (A), above; or

(C) all losses of any kind and without limitation, including costs and expenses, and compensation awarded to or retained by Boeing directors or officers, or any other harm or loss incurred by Boeing relating in any way to the matters set forth in (A), above.

“Released Delaware Plaintiff Claims” does not include: (i) claims to enforce the Delaware Settlement; (ii) any direct (*i.e.*, not derivative) claims that are or were being prosecuted in the *Boeing Securities* Action, including, without limitation, any claim that the Released Plaintiff Parties or other Boeing stockholders may have with respect to the proceeds from any judgment or settlement in the *Boeing Securities* Action; (iii) any claims that are or were being prosecuted in the *Boeing ERISA* Action, including, without limitation, any claim that the Released Plaintiff Parties or other Boeing stockholders may have with respect to the proceeds from any judgment or settlement in the *Boeing ERISA* Action; and (iv) any claims in connection with insurance coverage or the reinsurance of coverage that Boeing or the Delaware Individual Defendants may have against any of the Insurers arising out of the subject matter of the Delaware Action.

e. “Released Parties” means Released Plaintiff Parties and Released Defendant Parties.

f. “Released Plaintiff Parties” means (a) Plaintiff, and (b) its agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, principals, officers, managers, directors, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, transferees, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, financing sources, lenders, commercial bankers, attorneys, legal advisors, personal or legal representatives, accountants, tax advisors, technical advisors, insurers, co-insurers, reinsurers, and associates, in their capacity as such.

9. Release of Released Delaware Plaintiff Claims. As of the Effective Date, the Released Plaintiff Parties and members of the Delaware Settlement Class shall be deemed to completely, fully, finally, and forever release, relinquish, settle, and discharge each and all of the Released Defendant Parties from and with respect to any and all of the Released Delaware Plaintiff Claims (including the Unknown Claims), and will be forever barred and enjoined from commencing, instituting, or prosecuting any action or proceeding, in any forum, asserting any of the Released Delaware Plaintiff Claims against any of the Released Defendant Parties.

10. Release of Released Defendant Claims. As of the Effective Date, the Released Defendant Parties, individually and collectively, shall be deemed to completely, fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiff Parties from and with respect to any and all Released Defendant Claims.

11. Parties Bound by Order. As of the Effective Date, the Parties and members of the Delaware Settlement Class shall be deemed bound by this Order. This Order, including, without limitation, the release of all Released Claims against all Released Parties, shall have *res judicata*, collateral estoppel, and all other preclusive effects in all pending and future lawsuits, arbitrations, or other suits, actions, or proceedings involving any of the Released Plaintiff Parties, the Released Defendant Parties, or members of the Delaware Settlement Class.

12. Effect of Disapproval, Cancellation, or Termination. In the event that the Delaware Settlement is terminated, including pursuant to a Termination Notice, or fails to become Final or effective for any reason, (a) all of the Parties shall be deemed to have reverted to their respective litigation status immediately prior to the execution of the Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed and any related orders had not been entered, (b) all of their respective claims and defenses as to any issue in the Delaware Action and the Federal Action shall be preserved without prejudice in any way, (c) the

statements made in connection with the negotiation of the proposed Delaware Settlement, and the Stipulation, shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the Delaware Action or the Federal Action, or to constitute an admission of fact or of wrongdoing by any Party, shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Delaware Action or the Federal Action, (d) neither the existence of the Stipulation nor its contents, nor any statements made in connection with the negotiation of the proposed Delaware Settlement, nor any settlement communications, shall be admissible in evidence or shall be referred to for any purpose in the Delaware Action or the Federal Action, or in any other suit, action, or proceeding, and (e) the terms of the Delaware Settlement shall not be effective or enforceable, except as expressly provided in the Stipulation.

13. No Admission. Plaintiff asserts that it has brought the claims in the Delaware Action in good faith and continues to believe that its claims have legal merit, and the entry by Plaintiff into the Stipulation is not an admission as to the lack of any merit of any claims asserted in the Delaware Action. Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever in the Delaware Action. Neither the Delaware Settlement, the Stipulation, nor the fact of, or any terms and conditions of, the Delaware Settlement or the Stipulation, nor any communications relating thereto, is evidence, or a presumption, admission, or

concession by any Defendant or any other Released Defendant Party of any fault, liability, wrongdoing, or damages whatsoever, which are expressly denied and disclaimed by each such party. The Delaware Settlement and the Stipulation are not findings or evidence of the validity or invalidity of any claims or defenses in the Delaware Action or the Federal Action, any wrongdoing by any Defendant therein, or any damages or injury to Plaintiff, or Delaware Settlement Class member. Neither the Delaware Settlement, the Stipulation, nor any of their terms, conditions, and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the fact of the Delaware Settlement or Stipulation, nor the proceedings related to the Delaware Settlement, nor any statements in connection therewith, shall (a) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, acts, or omissions on the part of any of the Released Defendant Parties, or of any infirmity of any defense, or of any damage to Plaintiff or any Delaware Settlement Class member, (b) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Delaware Action, or of any purported liability, fault, wrongdoing, acts, or

omissions of the Released Defendant Parties or of any injury or damages to any Person, or (c) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Delaware Action or the Federal Action, or in any other suit, action, or proceeding whatsoever, whether civil or administrative; provided, however, that the Stipulation and/or this Order may be introduced in any suit, action, or proceeding, whether in the Federal Court, the Delaware Court or otherwise, as may be necessary to argue that the Stipulation and/or this Order have *res judicata*, collateral estoppel, or other issue or claim preclusive effect, to otherwise consummate or enforce the Stipulation, the Delaware Settlement, and/or this Order, including, without limitation, to secure any insurance rights or proceeds, or as otherwise required by law.

14. Extension of Stipulation Dates. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

15. Modification of the Stipulation. Without further approval from the Court and consistent with the terms of the Stipulation, the Parties are hereby authorized to agree to and adopt such amendments, modifications, and expansions of the Stipulation and/or any of the exhibits attached thereto to effectuate the Delaware Settlement that are not materially inconsistent with this Order.

16. Retention of Jurisdiction. Without affecting the finality of this Order in any way, this Court reserves jurisdiction over all matters relating to the administration and consummation of the Delaware Settlement, including, without limitation, the resolution of any disputes that may arise with the effectuation of any of the provisions of the Stipulation, the entry of such further orders as may be necessary or appropriate in administering and implementing the terms, conditions, and provisions of the Delaware Settlement and this Order, and other matters related or ancillary to the foregoing.

17. Interpretation of Headings. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

/s/ Morgan T. Zurn
Vice Chancellor Morgan T. Zurn