

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF ILLINOIS
 EASTERN DIVISION

SEAFARERS PENSION PLAN,)	
derivatively on behalf of THE BOEING)	
COMPANY,)	DOCKET NO. 1:19-cv-08095
)	
Plaintiff,)	
v.)	
)	
ROBERT A. BRADWAY, <i>et al.</i> ,)	
)	
Defendants,)	
and)	
)	
THE BOEING COMPANY,)	
)	
Nominal Defendant.)	

ORDER AND FINAL JUDGMENT

WHEREAS, a hearing having been held before this Court on December 14, 2022 (the “Federal Settlement Hearing”) in connection with the above-referenced action (the “Federal Action”), pursuant to the Court’s August 25, 2022 Order Preliminarily Approving Proposed Settlement, Scheduling Settlement Hearing, and Providing for Notice (the “Preliminary Approval 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 Federal Settlement Hearing having been given in accordance with the Preliminary Approval 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 “Federal 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 Preliminary Approval Order; the Court having determined that notice to Boeing stockholders was

adequate and sufficient; and the entire matter of the proposed Federal 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 14th day of December, 2022, as follows:

1. 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. The Court has jurisdiction over the Federal Action, and all matters relating to the Federal Settlement, as well as personal jurisdiction over all of the Parties as it relates to the Federal Action and the Federal Settlement only.

3. The Court finds that the Notice and Summary Notice have been provided to Boeing stockholders pursuant to and in the manner directed by the Preliminary Approval 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 Fed. R. Civ. P. 23.1, due process, and applicable law, and to constitute due and sufficient notice to all Persons entitled thereto.

4. The Court hereby grants final approval to the Federal Settlement set forth in the Stipulation, and finds that the Federal Settlement and terms of the Stipulation are fair, reasonable, adequate, and in the best interests of Boeing and its stockholders. The Court further finds that the

Federal 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 Federal Settlement in all respects, and the Parties are hereby authorized and directed to comply with and to consummate the Federal Settlement in accordance with its terms, conditions, and provisions.

5. The Federal 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 Federal Action against Named Federal Defendants and, except as provided in the Stipulation and the Fee and Expense Order, without fees, costs, or expenses to any Party or any of the Defendants.

6. As of the Effective Date, (i) the Released Plaintiff Parties, (ii) Boeing, and (iii) all current Boeing stockholders, to the extent those stockholders are acting or purporting to act derivatively on behalf of Boeing, 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 Federal 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 Federal Plaintiff Claims against any of the Released Defendant Parties.

7. 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.

8. As of the Effective Date, the Parties 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 or the Released Defendant Parties.

9. In the event that the Federal 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 Federal Action and the Delaware Action shall be preserved without prejudice in any way, (c) the statements made in connection with the negotiation of the proposed Federal Settlement and the Stipulation shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the Federal Action or the Delaware Action, or to constitute an admission of fact or of wrongdoing by any Party, and shall not be used, or entitle any Party, to recover any fees, costs, or expenses incurred in connection with the Federal Action or the Delaware Action, (d) neither the existence of the Stipulation, nor its contents, nor any statements made in connection with the negotiation of the proposed Federal Settlement, nor any other settlement communications, shall be admissible in evidence or shall be referred to for any purpose in the Federal Action or the Delaware Action, or in any other suit, action, or proceeding, and (e) the terms of the Federal Settlement shall not be effective or enforceable, except as expressly provided in the Stipulation.

10. Plaintiff asserts that it has brought the claims in the Federal 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 Federal Action. Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever in the Federal Action. Neither the Federal Settlement, the Stipulation, nor the fact of, or any terms and conditions of, the Federal 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 Federal Settlement and the Stipulation are not findings or evidence of the validity or invalidity of any claims or defenses in the Federal Action or the Delaware Action, any wrongdoing by any Defendant therein, or any damages or injury to Plaintiff, Boeing, or any present or former Boeing stockholder. Neither the Federal 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 Federal Settlement or Stipulation, nor the proceedings related to the Federal 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 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, Boeing, or any present or former Boeing stockholder, (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 Federal 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,

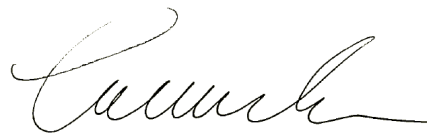
referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Federal Action or the Delaware Action, or in any other suit, action, or proceeding whatsoever, whether civil or administrative; provided, however, that the Stipulation and/or this Order and/or the Fee and Expense 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 Federal Order have *res judicata*, collateral estoppel, or other issue or claim preclusive effect, to otherwise consummate or enforce the Stipulation, the Federal Settlement, and/or this Order, including, without limitation, to secure any insurance rights or proceeds, or as otherwise required by law.

11. 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 Federal 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 Federal Settlement and this Order, and other matters related or ancillary to the foregoing.

12. This Judgment is a final, appealable judgment and shall be entered forthwith by the Clerk in accordance with Fed. R. Civ. P. 58, dismissing the Federal Action with prejudice.

IT IS SO ORDERED.

DATED: December 14, 2022



THE HONORABLE HARRY D. LEINENWEBER
UNITED STATES DISTRICT JUDGE