



EXHIBIT C

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE THE BOEING COMPANY)
DERIVATIVE LITIGATION) Consol. C.A. No. 2019-0907-MTZ

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a stockholder action is pending in this Court entitled *In re The Boeing Company Derivative Litigation*, C.A. No. 2019-0907-MTZ (the “Action”);

WHEREAS, (i) Plaintiff Thomas P. DiNapoli, Comptroller of the State of New York, as Administrative Head of the New York State and Local Retirement System, and as Trustee of the New York State Common Retirement Fund, and the Fire and Police Pension Association of Colorado (together, “Co-Lead Plaintiffs”), individually and derivatively on behalf of The Boeing Company (“Boeing” or the “Company”); (ii) Defendants Robert A. Bradway, David L. Calhoun, Arthur D. Collins Jr., Kenneth M. Duberstein, Edmund P. Giambastiani Jr., Lynn J. Good, Lawrence W. Kellner, Caroline B. Kennedy, Edward M. Liddy, W. James McNerney Jr., Dennis A. Muilenburg, Susan C. Schwab, Randall L. Stephenson, Ronald A. Williams, and Mike S. Zafirovski (together, “Defendants”); and (iii) Nominal Defendant Boeing (together with Co-Lead Plaintiffs and Defendants, the “Parties”), all by and through their respective counsel, have entered into a Stipulation and Agreement of Compromise, Settlement, and Release, dated November 5, 2021 (the “Stipulation”) that provides for the full and final resolution,

discharge, and settlement of all Released Claims as against the Released Parties, subject to the approval of the Court;

WHEREAS, the Stipulation and the settlement contemplated thereby (the “Settlement”) have been presented at the hearing on _____, 202_ (the “Settlement Hearing”), pursuant to the settlement scheduling order entered on _____, 202_ (the “Scheduling Order”);

WHEREAS, the Parties have appeared by their attorneys of record and the attorneys for the respective Parties have been heard in support of the Settlement and an opportunity to be heard has been given to all other Persons desiring to be heard as provided in the Notice and Summary Notice (defined below); and

WHEREAS, the Court has reviewed and considered the Stipulation, all papers filed and proceedings held in connection with the Settlement, and all oral and written comments regarding the proposed Settlement, and with good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this _____ day of _____, 202_, as follows:

1. Incorporation of Documents and Definitions. This Order and Final Judgment (the “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 Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties as it relates to this Action, the Consolidated Actions, and the Settlement only.

3. Sufficiency of Notice. The Notice of Pendency of the Action, Proposed Settlement of the Action, and Settlement Hearing (the “Notice”) and the Summary Notice of Pendency of the Action, Proposed Settlement of the Action, and Settlement Hearing (the “Summary Notice”) have been provided to Boeing stockholders 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 23.1, due process, and applicable law, and to constitute due and sufficient notice to all Persons entitled thereto.

4. Approval of Settlement and Entry of Final Judgment. The Settlement is found to be fair, reasonable, adequate, and in the best interests of Boeing and it is hereby approved. The Court further finds that the Settlement is the result of arms’-

length negotiations between experienced counsel fairly and adequately representing the interests of the respective Parties. Accordingly, this Court fully and finally approves the Settlement in all respects, the Parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with its terms, conditions, and provisions, and the Register in Chancery is directed to enter and docket this Order in the Action.

5. Dismissal of Action. The Action and the Consolidated Actions are 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 Action against Named Defendants and, except as provided in the Stipulation and this Order, without fees, costs, or expenses to any Party or any of the Named Defendants.

6. Definitions for Releases.

a. “Released Claims” means Released 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 Action, excepting any claim to enforce the Stipulation or 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 Action:

(i) Boeing; (ii) Named Defendants; (iii) any Person that is or was related to or affiliated or associated with any or all of Named Defendants or in which any or all of them has or had a controlling interest; and (iv) with respect to Persons described in (i)-(iii), 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 Parties” means Released Plaintiff Parties and Released Defendant Parties.

e. “Released 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

(A) the Released Plaintiff Parties, or other plaintiffs in the Consolidated Actions, including the *Isman* Action, asserted, could have asserted or could hereafter assert in any capacity (including direct, derivative, class, or other capacity) in the 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;

(B) any other Boeing stockholder asserted, could have asserted or could hereafter assert against any of the Released Defendant Parties derivatively on behalf of Boeing under state, local, federal, statutory, regulatory, common, or other law or rule; or

(C) Boeing could have asserted or could hereafter assert against any of the Released Defendant Parties directly under 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, to the allegations made in, or the subject matter of, the Action or the *Isman* Action, including, but not limited to:

(A) the oversight of aircraft safety during the time period alleged in the Amended Consolidated Complaint;

(B) the design or development of the 737 MAX aircraft;

(C) the Accidents;

(D) the grounding of the 737 MAX in the United States and/or other jurisdictions anywhere in the world;

(E) the conduct, actions, inactions, deliberations, discussions, decisions, votes, statements, representations, omissions, disclosures, or non-disclosures of any Released Defendant Party relating to the matters set forth in (A) through (D), above; or

(F) any costs, expenses, payments, penalties, fines, judgments, awards, settlements, all losses of any kind and without limitation, including lost, cancelled, or delayed business or reputational injury, compensation awarded to or retained by Boeing directors or officers (including in connection in any way with Dennis Muilenburg’s resignation as CEO and a director of Boeing), or any other harm or loss incurred by Boeing relating to the matters set forth in (A) through (E), above.

“Released Plaintiff Claims” does not include (i) claims to enforce this Settlement; (ii) any direct (*i.e.*, not derivative) claims that are or were being prosecuted in *In re The Boeing Company Aircraft Securities Litigation*, No. 19 Civ. 2394 (N.D. Ill.) (the “*Boeing Securities Action*”), including, without limitation, any claim that the Released Plaintiff Parties, or other plaintiffs in the Consolidated Actions, including the *Isman Action*, may have with respect to the proceeds from any judgment or settlement in the *Boeing Securities Action*; (iii) the federal Section 14(a) claim asserted derivatively in *Seafarers Pension Plan v. Bradway et al.*, No. 19-cv-8095-HDL (N.D. Ill.); and (iv) any claims in connection with insurance coverage or the reinsurance of coverage that Boeing or Named Defendants may have against any of the Insurers.

f. “Released Plaintiff Parties” means (a) Co-Lead Plaintiffs, and (b) their 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.

7. Release of Released Plaintiff Claims. As of the Effective Date, (i) the Released Plaintiff Parties, and other plaintiffs in the Consolidated Actions, including the *Isman* Action, (ii) Boeing, and (iii) Boeing stockholders to the extent they are acting or purporting to act derivatively on behalf of Boeing shall thereupon be deemed to have completely, fully, finally, and forever released, relinquished, settled, and discharged each and all of the Released Defendant Parties from and with respect to any and all of the Released 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 Plaintiff Claims against any of the Released Defendant Parties.

8. Release of Released Defendant Claims. As of the Effective Date, the Released Defendant Parties, individually and collectively, shall thereupon be deemed to have completely, fully, finally, and forever released, relinquished, settled, and discharged the Released Plaintiff Parties from and with respect to any and all Released Defendant 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 Defendant Claims against any of the Released Plaintiff Parties.

9. Parties Bound by Order. 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.

10. Co-Lead Counsel's Fee and Expense Award. Co-Lead Counsel are hereby awarded attorneys' fees in the amount of \$ _____, inclusive of expenses, which amount the Court finds to be fair and reasonable and which shall be paid in accordance with the terms and conditions of Co-Lead Counsel's Fee and Expense Award contemplated in the Stipulation.

11. Order and Settlement Not Conditioned on Any Fee and Expense Award. The binding effect of this Order and the obligations of the Parties under the Stipulation and Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Order that relates solely to the issue of any application for an award of attorneys' fees and expenses.

12. Effect of Disapproval, Cancellation, or Termination. In the event that the proposed Settlement (or any amendment thereof by the Parties) is rendered null and void as to all Parties 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 Action shall be preserved without prejudice in any way, (c) the statements made in connection with the negotiation of the proposed Settlement and the Stipulation shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the 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 Action, and (d) neither the existence of the Stipulation nor its contents, nor any statements made in connection with the negotiation of the proposed Settlement or the Stipulation, nor any settlement communications, shall be admissible in evidence or

shall be referred to for any purpose in the Action, or in any other suit, action, or proceeding.

13. No Admission. Co-Lead Plaintiffs assert that they have brought the claims in the Action in good faith and continue to believe that their claims have legal merit, and the entry by Co-Lead Plaintiffs into the Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action. Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever in the Action. Neither the Settlement, the Stipulation, nor the fact of, or any terms and conditions of, the Settlement or the Stipulation, nor any communications relating thereto, is evidence, or a presumption, admission, or concession by any Named Defendant, Boeing, 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 Settlement and the Stipulation are not findings or evidence of the validity or invalidity of any claims or defenses in the Action, any wrongdoing by any Named Defendant therein, or any damages or injury to Co-Lead Plaintiffs, Boeing, or any present or former Boeing stockholder. Neither the 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 Settlement or Stipulation, nor the Settlement proceedings, 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 Co-Lead Plaintiffs, 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 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 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 this Court or otherwise, as may be necessary to argue that the Stipulation and/or this Order has *res judicata*, collateral estoppel, or other issue or claim preclusive effect, to otherwise consummate or enforce the Stipulation, the 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 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 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 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.

Vice Chancellor Zurn