

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

Society of Professional Engineering Employees in Aerospace, IFPTE Local 2001, <i>et al.</i> ,)	
)	
Plaintiffs,)	Civil Action Nos.
)	05-CV-1251-MLB-KMH
vs.)	and
)	07-CV-1043-MLB-KMH
The Boeing Company, <i>et al.</i> ,)	
)	
Defendants.)	
)	

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS AN OFFICIAL NOTICE SENT UNDER COURT ORDER FROM THE HONORABLE MONTI L. BELOT TO:

IAM-, SPEEA-, and IBEW-represented Boeing workers in Wichita who were participants in The Boeing Company Employee Retirement Plan ("Boeing Pension Plan") as of June 16, 2005, who had at least ten years of vesting service on that date, who were at least 49 years old but not yet 55 on that date, who went to work at Spirit or its predecessor, Mid-Western Aircraft Systems, on or around June 17, 2005, and who lived to at least age 55.

This Notice is given pursuant to an Order of the United States District Court for the District of Kansas (the "Court"). The purpose of this Notice is to advise you:

- (a) This lawsuit has been certified as a class action by the Court as to liability and has been conditionally certified by the Court, solely for the purposes of the Settlement Agreement, as a class action as to damages.
- (b) The Settlement Agreement is available on the Settlement Website at www.WichitaRetirementClassSettlement.info.
- (c) The Settling Plaintiffs and Boeing (as defined in Paragraphs 1.2, and 1.26 of the Settlement Agreement) have entered into a Settlement Agreement that will become effective only after a Court Order approving the Settlement becomes Final and Unappealable. The Settlement Agreement provides that Boeing shall pay the Settling Plaintiffs the total sum of \$90,000,000 (the "Common Fund Settlement Proceeds" as defined in Paragraph 1.7 of the Settlement Agreement) as soon as practicable (but not later than 21 days) after the Court enters the final order approving class action settlement and such order becomes final and unappealable (as described in paragraph 3.2 of the Settlement Agreement). The Common Fund Settlement Proceeds amount is a gross amount before deduction of court approved fees and expenses.
- (c) The Court will conduct a hearing to determine whether to finally approve the Settlement (the "Settlement Fairness Hearing" as defined in Paragraph 1.25 of the Settlement Agreement). The Settlement Fairness Hearing will be held on August 19, 2015 beginning at 10:00 a.m., in the United States District Court for the District of Kansas at 401 N. Market, Wichita, Kansas 67202.
- (d) *Pension Payment.* An Addendum is enclosed with this notice package. This Addendum includes the information on which your payment for lost pension benefits will be based as well as a preliminary calculation of the payment. If you agree with the information set forth in the Addendum, you do not need to take any action in order to receive your share of the settlement fund. If you disagree with any information set forth in the Addendum, please see the enclosed Pension Information Dispute Form for instructions on how to correct or submit additional information. The deadline for submitting this form is July 15, 2015.
- (e) *Health Care Payment.* A Healthcare Claim Form is enclosed with this notice package. This Claim Form contains instructions for submitting claims for reimbursement of medical claims. Claims may be submitted online or by mail. Submitting a Claim Form is the only way to get reimbursed for medical expenses under the settlement. The deadline for submitting the Claim Form is September 18, 2015.
- (f) The Claims Administrator is Gilardi and Co. LLC. Please address all written correspondence to regarding potential claims for payments from the settlement fund to: Wichita Retirement Class Settlement Fund, c/o Gilardi & Co. LLC, Claims Administrator P.O. Box 8040, San Rafael, CA 94912-8040. They can be reached by phone at: (877) 290-8514; fax: (415) 461-0412. Additional information is available on the Settlement Website, at www.WichitaRetirementClassSettlement.info.
- (e) As a potential Class Member, you have the right to object to the Settlement Agreement. The deadline for objecting is August 4, 2015.

IT IS IMPORTANT THAT YOU READ THIS NOTICE CAREFULLY IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LAWSUIT.

I. SUMMARY OF THE LITIGATION

In this Litigation, the Harkness Class Representatives have asserted various claims and causes of action on behalf of themselves and similarly situated former Boeing workers in Wichita (the Harkness Class). Union Plaintiffs also have asserted in the Litigation non-class claims on behalf of the bargaining unit members they represent who also are members of the Harkness Class. The claims in the Litigation include, but are not limited to, claims for benefits under collective bargaining agreements and Boeing benefits plans, including for pension and retiree medical benefits. The Released Claims (as defined in Paragraph 1.23 of the Settlement Agreement) include all claims that were or could have been asserted, made, or raised by the Settling Plaintiffs in connection with this Litigation, as described in further detail in the Settlement Agreement. Boeing continues to deny all of the allegations of liability and damages and asserts various defenses to the Settling Plaintiffs' claims. If the Settlement Agreement is approved, the claims by the Settling Plaintiffs in this Litigation will be dismissed with prejudice.

By giving this Notice, the Court does not express any opinion regarding the merits of either the Settling Plaintiffs' claims or Boeing's defenses. Nothing contained in this Notice should be construed as suggesting the Court's view as to which side might prevail if this matter proceeds to trial on the merits.

II. CLASS CERTIFICATION

The Court entered an Order granting the Harkness Class Representatives' Motion for Certification of Harkness Class for Purposes of Liability, certifying this Class Action. The Court also entered an Order conditionally certifying, solely for the purposes of the Settlement Agreement, the Harkness Class as a class action as to damages. The Court defined the Harkness Class as described above, designated the named plaintiffs as the Harkness Class Representatives of the Harkness Class, and appointed as Class Counsel:

Arlus J. Stephens		William T. Payne		Tom E. Hammond
Rebecca G. Watson		Joel R. Hurt		HAMMOND, ZONGKER &
MURPHY ANDERSON PLLC		FEINSTEIN DOYLE PAYNE &		FARRIS LLC
1701 K Street NW, Suite 210	and	KRAVEC, LLC	and	727 N. Waco Street, Suite 200
Washington, DC 20006		The Allegheny Building, 17th Floor		P.O. Box 47370
		429 Forbes Avenue		Wichita, KS 67201
		Pittsburgh, PA 15219		

III. THE PROPOSED CLASS SETTLEMENT

After a thorough analysis of all claims and defenses, and after extensive negotiations and expert analysis, the Settling Plaintiffs and Boeing have agreed to settle the Released Claims, subject only to final approval by the Court. The Court has preliminarily approved the Settlement Agreement for the purpose of giving this Notice and setting a Settlement Fairness Hearing.

The basic terms of the Settlement Agreement between the Settling Plaintiffs and Boeing that the Court is being asked to approve are as follows:

1. Boeing will pay the Common Fund Settlement Proceeds of \$90,000,000 to the Settling Plaintiffs as a full, complete, and final settlement of all Released Claims as to all Released Parties, as those terms are more specifically defined in Paragraphs 1.2, 1.7, 1.24 and 1.26 of the Settlement Agreement. Boeing will not be liable to the Settling Plaintiffs for any other costs, expenses, or fees.
2. Boeing and the Settling Plaintiffs agree that the Common Fund Settlement Proceeds will be for the benefit of the Harkness Class, subject only to the claims of Class Counsel for Class Counsel's Fees and Expenses (limited to \$4,200,000 as discussed in Section IV below) and to Administration Fees and Expenses (projected to be approximately \$147,500). Class Counsel have filed with the Court an application for payment of fees and expenses. A copy of that application is available for review on the Settlement Website.
3. If the Settlement Agreement is approved by the Court, the Settling Plaintiffs will be deemed to have released Boeing and the Released Parties for any claims regarding the administration, determination, calculation, payment, investment, or distribution of the Common Fund Settlement Proceeds.
4. The Court will be asked to enter a Plan of Allocation and Distribution Order (as defined in Paragraph 1.19 of the Settlement Agreement) which will govern the ultimate allocation and distribution of the Common Fund Settlement Proceeds to the Settling Plaintiffs.
5. Boeing repeatedly has asserted and continues to assert many defenses to the Settling Plaintiffs' claims and contentions. Boeing expressly asserts its defenses have merit and that it has no liability to the Settling Plaintiffs.

IV. LITIGATION COSTS AND DISTRIBUTION OF NET COMMON FUND AMOUNT TO CLASS MEMBERS

If the Court approves the Settlement Agreement, it will enter a Plan of Allocation and Distribution Order that will govern the distribution of the Common Fund Settlement Proceeds. A copy of the proposed Plan of Allocation and Distribution Order is available on the Settlement Website or by contacting Class Counsel. As stated in the Settlement Agreement, Boeing and the Released Parties have no responsibility or liability for developing the Plan of Allocation and Distribution order or for determining class membership or any person's or entity's eligibility for or the amount of any payment from the Common Fund Settlement Proceeds.

As further explained in the proposed Plan of Allocation and Distribution Order, if the Court approves the Settlement Agreement:

1. Class Counsel will be paid \$4,200,000 for Class Counsel's Fees and Expenses out of the Common Fund Settlement Proceeds as attorneys' fees and to reimburse Class Counsel for all expert and consulting fees and litigation expenses paid by Class Counsel to prosecute the Litigation.
2. Administration Fees and Expenses for the administration of the Wichita Retirement Class Settlement Fund will be paid or reimbursed out of the Common Fund Settlement Proceeds.
3. Eighty percent of the Net Common Fund Amount (as defined in Paragraph 1.16 of the Settlement Agreement) will be allocated proportionately among Class Members as compensation for their claims for pension benefits based on the ratio of each Class Member's individual alleged pension loss versus the sum of the alleged pension losses for all Class Members. The Claims Administrator will calculate each individual Class Member's alleged pension loss based on the number of months each Class Member claims to have been eligible for, but did not receive, pension benefits from Boeing, and years of service. The enclosed Information Addendum provided by the Claims Administrator estimates the amount you may be entitled to receive for your alleged pension loss.
4. Twenty percent of the Net Common Fund Amount will be allocated to reimburse Class Members for certain out-of-pocket medical expenses incurred after the Class Member turned 55 and separated employment from Spirit AeroSystems, Inc., but on or before December 31, 2014. Additional criteria for the reimbursement of medical expenses is set forth in the Plan of Allocation and Distribution Order, and include the following: (a) Class Members must submit a Healthcare Claim Form to the Claims Administrator and provide documentation to substantiate the claim; (b) costs must have been incurred by a Class Member or qualified dependent for medical care, excluding dental, orthodontia, vision care, or for services not covered under the Boeing Retiree Health Insurance Plan; and (c) costs already paid or reimbursed by a third party cannot be reimbursed from the Wichita Retirement Class Fund. Medical reimbursements are capped at \$40,000 per class member and will be paid in the order in which the claims are received by the Claims Administrator until the funds allocated for medical reimbursement are exhausted. Any remaining funds will be distributed generally to the Class.

V. WHAT ARE YOUR OPTIONS AS A CLASS MEMBER?

A. You Can Participate in the Proposed Class Settlement by Doing Nothing.

By taking no action (other than, if applicable to you, submitting a Healthcare Claim Form to the Claims Administrator, as set forth in the Plan of Allocation and Distribution Order), you will participate in the Settlement Agreement and your interests will be represented by the Harkness Class Representatives and Class Counsel. If you meet the eligibility criteria of a Class Member, you will be bound by and benefit from the Settlement Agreement, if finally approved by the Court. The Harkness Class Representatives and Class Counsel believe that the Settlement is in the best interest of the Harkness Class, and, therefore, they intend to support the proposed Settlement Agreement at the Settlement Fairness Hearing.

B. You May Object to the Proposed Settlement.

You have the right to object to the proposed Settlement Agreement and any of its terms. To object to the Settlement Agreement, you must file a written statement with the Clerk of the United States District Court for the District of Kansas on or before August 4, 2015. The written statement must contain:

- (a) A heading referring to Case Nos. 05-CV-1251 and 07-CV-1043 in the United States District Court for the District of Kansas
- (b) A statement that the objector will appear at the Settlement Fairness Hearing in person, or, if unable to attend, a statement explaining why the objector is not able to attend and a request for the Court to excuse the objector's appearance, for good cause;
- (c) A detailed statement of the specific legal and factual basis for each and every objection, including a list of any legal authorities and submission of any evidence the objector wants the Court to consider;

- (d) The objector's current address and current telephone number;
- (e) The objector's signature acknowledged by a Notary Public; and
- (f) A detailed statement establishing the objector's status as a Class Member, including the objector's date of birth, years of vesting service in The Boeing Company Employee Retirement Plan ("Boeing Pension Plan"), date of termination of employment from The Boeing Company, and date of hire with Spirit.

Any Class Member who fails to timely file such written statement with the required information will not be permitted to present any objections at the Settlement Fairness Hearing, unless the Court determines that, in the interests of justice, it should waive the written-objection requirement for such a Class Member who appears at the Settlement Fairness Hearing.

C. You May Retain Your Own Attorney to Represent you at the Settlement Fairness Hearing.

Subject to the conditions set forth in Section C, above, you have the right to retain your own attorney to represent you at the Settlement Fairness Hearing. If you retain separate counsel, you will be responsible for his or her fees and expenses out of your own pocket. If you retain separate counsel, he or she must enter a notice of appearance at least three (3) days before the Settlement Fairness Hearing.

VI. CONDITIONS AND CONSEQUENCES OF NON-APPROVAL

If the Court does not approve the Settlement Agreement by entering the Judgment (as defined in Paragraph 1.13 of the Settlement Agreement), or if the Court enters Judgment but someone appeals that Judgment and the appellate court reverses the Judgment, then the Settlement Agreement will become null and void and the Litigation will proceed as if the Settlement Agreement was never entered into.

VII. SCOPE OF NOTICE AND ADDITIONAL INFORMATION

This Notice contains only a summary of the Litigation and the proposed Settlement Agreement. The pleadings and other papers filed in this Action are available for a fee during regular business hours at the United States District Court for the District of Kansas, 401 N. Market, Wichita, Kansas 67202. You may obtain a copy of the Settlement Agreement, as well as any status updates on this case, by visiting the Settlement Website or by contacting Class Counsel at the address stated above.

PLEASE DO NOT CONTACT THE JUDGE OR THE CLERK ASKING FOR INFORMATION.

Dated: June 1, 2015.

s/ Monti Belot
Honorable Monti L. Belot
U.S. District Court Judge