

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

HANG LI, Individually and on Behalf of All Others
Similarly Situated,

Plaintiff,

v.

SPIRIT AEROSYSTEMS HOLDINGS, INC., TOM
GENTILE III, and MARK J. SUCHINSKI,

Defendants.

Case No. 1:23-cv-03722-PAE

**NOTICE OF (I) PENDENCY OF CLASS ACTION, CERTIFICATION OF
SETTLEMENT CLASS, AND PROPOSED SETTLEMENT; (II) SETTLEMENT
FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”) pending in the United States District Court for the Southern District of New York (the “Court”), if you purchased the publicly-traded Class A common stock of Spirit AeroSystems Holdings, Inc. between April 8, 2020 and September 7, 2023, both dates inclusive (the “Settlement Class Period”).¹

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed lead plaintiff Hang Li (“Lead Plaintiff”) and named plaintiffs Mike Drumright and Marco Amiotti (together with Lead Plaintiff, “Plaintiffs”), on behalf of themselves and the Settlement Class (as defined in ¶ 24 below), have reached a proposed settlement of the Action for \$29,200,000 in cash that, if approved, will resolve all claims in the Action (the “Settlement”).

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact any Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 93 below).

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that defendants Spirit AeroSystems Holdings, Inc. (“Spirit” or the “Company”), and defendants Tom Gentile III and Mark J. Suchinski (collectively, “Individual Defendants”; and together with Spirit, “Defendants”) violated the federal securities laws by disseminating materially false and misleading information to the investing public about the quality and safety of Spirit’s products, including 737 MAX aircraft fuselages. Defendants have denied and continue to deny those allegations and claims, and have defended against Plaintiffs’ claims in the pending securities class action litigation. A more detailed description of the Action is set forth in paragraphs 11-22 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in paragraph 24 below.

2. **Statement of the Settlement Class’s Recovery:** Subject to Court approval, Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle the Action in exchange for a settlement payment of \$29,200,000 in cash (the “Settlement Amount”) to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys’ fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the “Plan of Allocation”) is set forth on pages 10–12 below.

¹ All capitalized terms used in this Notice that are not otherwise defined herein have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated August 4, 2025 (the “Stipulation”), which is available at www.SpiritAeroSecuritiesSettlement.com.

3. **Estimate of Average Amount of Recovery Per Share of Spirit Class A common stock:** Assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) per eligible share of Spirit Class A common stock is \$0.34. Settlement Class Members should note, however, that the foregoing average recovery per share of Spirit Class A common stock is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased and/or sold their Spirit Class A common stock, and the total number of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (see pages 10–12 below) or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share of Spirit Class A Common Stock:** Plaintiffs and Defendants (the “Parties”) do not agree on the average amount of damages per share of Spirit Class A common stock that would be recoverable if Plaintiffs were to prevail in the Action. Among other things, all of the Defendants have denied, and continue to deny, the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct.

5. **Attorneys’ Fees and Expenses Sought:** Court-appointed Lead Counsel, Glancy Prongay & Murray LLP and Holzer & Holzer LLC (collectively, “Lead Counsel”), which have been prosecuting the Action on a wholly contingent basis since their appointment as Lead Counsel in 2023, and additional counsel for Plaintiffs, Block & Leviton LLP (together with Lead Counsel, “Plaintiffs’ Counsel”), have not received any payment of attorneys’ fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Lead Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed 30% of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$213,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class in an aggregate amount not to exceed \$10,000. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. Estimates of the average cost per affected share of Spirit Class A common stock, if the Court approves Lead Counsel’s fee and expense application, is \$0.11 per eligible share.

6. **Identification of Attorneys’ Representatives:** Plaintiffs and the Settlement Class are represented by Garth Spencer, Esq. of Glancy Prongay & Murray LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067, (310) 201-9150, settlements@glancylaw.com, and Corey D. Holzer, Esq., 211 Perimeter Center Parkway, Suite 1010, Atlanta, Georgia 30346, (770) 392-0090, cholzer@holzerlaw.com.

7. **Reasons for the Settlement:** Plaintiffs’ principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who have denied, and continue to deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

**SUBMIT A CLAIM FORM
POSTMARKED OR ONLINE NO LATER
THAN JANUARY 30, 2026 TO:**

***Spirit AeroSystems Holdings, Inc.
Securities Litigation
c/o Epiq Systems, Inc.
P.O. Box 2817
Portland, OR 97208-2817 or
www.SpiritAeroSecuritiesSettlement.com***

This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs’ Claims (defined in ¶ 37 below) that you have against Defendants and the other Released Defendants’ Parties (defined in ¶ 38 below), so it is in your interest to submit a Claim Form. For more information on submitting a Claim Form, please see ¶ 44.

EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION POSTMARKED NO LATER THAN DECEMBER 19, 2025.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Released Defendants' Parties concerning the Released Plaintiffs' Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN DECEMBER 26, 2025.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
GO TO A HEARING ON JANUARY 16, 2026 AT 10:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN DECEMBER 26, 2025.	Submitting a written objection and notice of intention to appear by December 26, 2025 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
DO NOTHING.	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

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WHY DID I GET THE POSTCARD NOTICE?

8. The Court directed that the Postcard Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased publicly traded Spirit Class A common stock during the Settlement Class Period. The Court also directed that this Notice be posted online at www.SpiritAeroSecuritiesSettlement.com and mailed to you upon request to the Claims Administrator. The Court

has directed us to disseminate these notices because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, and the Plan of Allocation (or some other plan of allocation), the claims administrator selected by Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing"). See paragraphs 81-82 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. This litigation is about allegedly false and misleading statements made by Defendants concerning the quality and safety of Spirit's products, including 737 MAX aircraft fuselages. Defendants have denied and continue to deny Plaintiffs' allegations and claims, including with respect to these alleged misstatements.

12. On May 3, 2023, a putative class action complaint was filed in the Court, styled *Li v. Spirit AeroSystems Holdings, Inc.*, Case No. 1:23-cv-03722-PAE.

13. By order dated October 20, 2023, the Court appointed Hang Li to serve as Lead Plaintiff and approved Lead Plaintiff's selection of Glancy Prongay & Murray LLP and Holzer & Holzer LLC as Lead Counsel for the putative class.

14. On December 19, 2023, Lead Plaintiff and additional plaintiff Alex Freeman filed and served the Amended Class Action Complaint for Violations of the Federal Securities Laws (the "First Amended Complaint") asserting claims against: (a) Defendants under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder; and (b) the Individual Defendants under Section 20(a) of the Exchange Act. Among other things, the First Amended Complaint alleged that Defendants materially misled investors regarding the quality and safety of Spirit's products including 737 MAX aircraft fuselages. The First Amended Complaint further alleged that the prices of Spirit's publicly-traded Class A common stock were artificially inflated during the class period as a result of Defendants' allegedly false and misleading statements, and declined when the truth was revealed. Defendants have denied and continue to deny the allegations and claims pleaded in the First Amended Complaint.

15. On February 20, 2024, Defendants filed a motion to dismiss the First Amended Complaint.

16. On March 12, 2024, Lead Plaintiff and additional plaintiffs Mike Drumright and Marco Amiotti filed and served the Second Amended Class Action Complaint for Violations of the Federal Securities Laws (the "Complaint") asserting claims against: (a) Defendants under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder; and (b) the Individual Defendants under Section 20(a) of the Exchange Act. Like the First Amended Complaint, the Complaint alleged, among other things, that Defendants materially misled investors regarding the quality and safety of Spirit's products including 737 MAX aircraft fuselages, and that the prices of Spirit's publicly-traded Class A common stock were artificially inflated during the class period as a result of Defendants' allegedly false and misleading statements and declined when the truth was revealed. The Complaint added various allegations to the First Amended Complaint, including new allegations based on additional interviews with former Spirit employees, and based on public reports following the Alaska Airlines Flight 1282 door plug blowout incident. Defendants have denied and continue to deny the allegations and claims pleaded in the Second Amended Complaint.

17. On May 13, 2024, Defendants filed a motion to dismiss the Second Amended Complaint. On July 12, 2024, Plaintiffs filed their papers in opposition to the motion to dismiss. On August 12, 2024, Defendants filed their reply papers.

18. On November 26, 2024, Plaintiffs' Counsel and Defendants' Counsel participated in a full-day, in-person mediation session with their agreed mediator, former United States District Court Judge Layn R. Phillips. In advance of that session, the Parties exchanged, and provided to Judge Phillips, detailed mediation statements and exhibits,

which addressed the issues of both liability and damages. The session ended without an agreement being reached, however, Judge Phillips continued to work with the Parties over the following weeks. After subsequent negotiations, Judge Phillips made a double-blind mediator's recommendation to resolve the Action for \$29,200,000 in cash for the benefit of the Settlement Class. The Parties each accepted the mediator's proposal.

19. After further negotiations between the Parties, an agreement in principle to settle the Action was memorialized in a term sheet dated January 22, 2025 (the "Term Sheet"). The Term Sheet provided, among other things, that Defendants would provide Plaintiffs with certain discovery to enable Plaintiffs to further evaluate the fairness, reasonableness, and adequacy of the Parties' agreement in principle. The Term Sheet also set forth a process for Plaintiffs to withdraw from the Settlement in the event Plaintiffs reasonably believed that the discovery rendered the proposed Settlement unlikely to be approved by the Court as fair, reasonable, and adequate.

20. On March 4, 2025, the Parties entered into a stipulation providing for confidential treatment of the discovery materials produced by Defendants. From March 6, 2025 to April 25, 2025, Defendants produced in excess of 7,400 documents concerning the matters at issue in the Second Amended Complaint, representing more than 59,000 pages of documents. On May 7, 2025, Defendants made available a senior Spirit employee for an interview with Plaintiffs' Counsel to discuss these topics. After evaluating the discovery produced, Plaintiffs' Counsel concluded that it supports the fairness, reasonableness, and adequacy of the Parties' agreement in principle.

21. Based on the investigation and mediation of the case and Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, Plaintiffs have agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things, (a) the substantial financial benefit that Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

22. Defendants are entering into the Stipulation solely to eliminate the uncertainty, burden and expense of further protracted litigation. Each of the Defendants has denied, and continues to deny, any and all wrongdoing and the violation of any law, and the Stipulation shall in no event be construed or deemed to be evidence of or any admission or concession on the part of any of the Defendants, or any other of the Released Defendants' Parties (defined in ¶ 38 below), with respect to any claim or allegation of any fault or liability or wrongdoing or violation of any law, by or on the part of any Defendant, or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted. Similarly, the Stipulation shall in no event be construed or deemed to be evidence of or any admission or concession on the part of Plaintiffs of any infirmity in any of the claims asserted in the Action, or any admission or concession that any of the Defendants' defenses to liability had any merit.

23. On September 4, 2025, the Court preliminarily approved the Settlement, authorized the Postcard Notice to be mailed to potential Settlement Class Members and this Notice to be posted online and mailed to potential Settlement Class Members upon request, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE SETTLEMENT CLASS?

24. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

all persons and entities who purchased the publicly-traded Class A common stock of Spirit AeroSystems Holdings, Inc. between April 8, 2020 and September 7, 2023, both dates inclusive, and who were damaged thereby.

Excluded from the Settlement Class are: (i) Defendants, the officers and directors of Spirit at all relevant times, members of their Immediate Families and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest; (ii) any trust of which an Individual Defendant is the settlor or which is for the benefit of an Individual Defendant and/or member(s) of their Immediate Family; and (iii) the legal representatives, heirs, successors, predecessors, and assigns of any person or entity excluded under provisions (i) and (ii) hereof. Also excluded from the Settlement Class are any persons and entities who or which submit a request for exclusion from the Settlement Class that is accepted by the Court (*see* "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself;" on page 14 below).

PLEASE NOTE: RECEIPT OF THE POSTCARD NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is available online at www.SpiritAeroSecuritiesSettlement.com or which can be mailed to you upon request to the Claims Administrator, and the required supporting documentation as set forth therein, postmarked or received no later than January 30, 2026.

WHAT ARE PLAINTIFFS' REASONS FOR THE SETTLEMENT?

25. Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, many offsetting factors such as the expense and length of the continued litigation necessary to pursue their claims against the Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. For instance, as discussed above, Plaintiffs alleged that Defendants made material omissions and misleading statements about the quality and safety of Spirit's products, including 737 MAX aircraft fuselages, while concealing that persistent quality problems had led Spirit's main customer to place it on probation, and while concealing a particular defect involving mis-drilled holes in the 737 MAX aft pressure bulkhead. Defendants argued in their motion to dismiss the Second Amended Complaint, and would likely continue to argue, that, among other things: (i) their challenged statements were not materially false or misleading; (ii) they had no duty to disclose additional information; (iii) they did not act with intent to mislead investors; and (iv) the declines in Spirit's stock price were not caused by any revelation of fraud or materialization of any concealed risk. When the Parties agreed to the Settlement, Defendants' motion to dismiss remained under consideration by the Court. Motions to dismiss filed in securities class actions are often granted in whole or in part, and a ruling in Defendants' favor on any of their arguments could have significantly reduced, or altogether eliminated, Defendants' potential liability in the Action.

26. If Plaintiffs prevailed over Defendants' motion to dismiss, they would then have to obtain information in discovery to prove their claims, and Defendants would have likely challenged the sufficiency of Plaintiffs' evidence in a motion for summary judgment and at trial. Specifically, Plaintiffs would have to prove each of the following elements: (i) falsity (*i.e.*, that the Defendants made false statements); (ii) materiality (that the Defendants made false statements about a material fact); (iii) scienter (that there was a strong, or cogent inference that the Defendants made such materially false statements on purpose, or recklessly); (iv) loss causation (that the Defendants' materially false statements proximately caused the decline in Spirit's stock price); and (v) damages. Defendants need only negate one element for Plaintiffs and the class to lose, and each element had risks.

27. In addition to proving liability and damages, Plaintiffs would have to show that the Action was entitled to proceed as a class action. While Lead Counsel believes that class certification in the Action is warranted, Defendants likely would have contested this issue as well, for example by arguing that their challenged statements were too general to impact Spirit's stock price. Even if the hurdles to establishing liability and class certification were overcome, the amount of damages that could be attributed to the allegedly false statements would be hotly contested. Defendants argued, and would likely continue to argue, that Plaintiffs could not show that investors' losses were caused by the revelation of any previously concealed information, as opposed to other factors.

28. In addition, even if, years in the future, Plaintiffs prevailed through trial and appeals to obtain a judgment against Defendants, Lead Counsel believe their ability to collect on that judgment would not be certain. On November 5, 2024, Spirit disclosed that "substantial doubt about the Company's ability to continue as a going concern exists." While Spirit has insurance policies that may contribute to payment of a judgment, the amounts available would be continually reduced by Defendants' expenses from the ongoing litigation of the Action, after Defendants' payment of any applicable deductibles.

29. Simply put, if the litigation were to continue, Plaintiffs would need to prevail on multiple elements, and at several stages—the pending motion to dismiss, motions for class certification and summary judgment, and at trial—in order to recover anything. And if Plaintiffs prevailed at all those stages, they would likely face appeals. Thus, there were very significant risks attendant to the continued prosecution of the Action, and even if Plaintiffs prevailed, it would be several years in the future.

30. In light of these risks and other considerations, the amount of the Settlement and the immediacy of recovery to the Settlement Class, Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$29,200,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no recovery after summary judgment, trial and appeals, possibly years in the future.

31. Defendants have denied, and continue to deny—and indeed have moved to dismiss—the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

32. If there were no Settlement and Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Plaintiffs nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

33. As a Settlement Class Member, you are represented by Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page 15 below.

34. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?,” on page 14 below.

35. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” below.

36. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Plaintiffs and all the other members of the Settlement Class, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Plaintiffs’ Claims (as defined in ¶ 37 below) on behalf of the respective Settlement Class Member in such capacity only, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever released each and every Released Plaintiffs’ Claim against the Defendants and the other Released Defendants’ Parties (as defined in ¶ 38 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims. The Judgment will further provide that, upon the Effective Date of the Settlement, Plaintiffs and all the other members of the Settlement Class, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Plaintiffs’ Claims on behalf of the respective Settlement Class Member in such capacity only, shall be deemed to have, and by operation of law and of the judgment shall have, covenanted not to sue any Released Defendants’ Parties on the basis of any Released Plaintiffs’ Claims.

37. “Released Plaintiffs’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that Plaintiffs or any other member of the Settlement Class: (i) asserted in the Complaint; or (ii) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and that relate to the purchase of publicly traded Spirit Class A common stock during the Settlement Class Period. Released Plaintiffs’ Claims do not include: (i) any claims relating to the enforcement of the Settlement; (ii) any potential derivative claims by Spirit shareholders who made books and records requests of Spirit prior to January 22, 2025; and (iii) any claims of any person or entity who or which submits a request for exclusion that is accepted by the Court.

38. “Released Defendants’ Parties” means (i) Defendants; (ii) the Immediate Family members of the Individual Defendants; (iii) any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant and/or his or her Immediate Family members; (iv) for any of the entities listed in parts (i) through (iii), their respective past and present general partners, limited partners, principals, shareholders, joint venturers, officers, directors, managing directors, supervisors, employees, employers, contractors, consultants,

experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, counsel, parents, predecessors, successors, subsidiaries, assigns, heirs, executors, and any controlling person thereof; and (v) any entity in which a Defendant has a controlling interest; all in their capacities as such.

39. “Unknown Claims” means any Released Plaintiffs’ Claims which Plaintiffs, any other Settlement Class Member, or any other person or entity legally entitled to bring Released Plaintiffs’ Claims on behalf of any Settlement Class Member in such capacity only, does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants’ Claims (as defined in ¶ 41 below) which any Defendant, or any other person or entity legally entitled to bring Released Defendants’ Claims on behalf of the Defendants in such capacity only, does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members and each of the other releasing parties shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, the provisions, rights and benefits of California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

and any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542. Plaintiffs and Defendants and each of the other releasing parties may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but shall expressly fully, finally, and forever settle and release, and each of the other Settlement Class Members and each of the other releasing parties, upon the Effective Date, shall be deemed to have, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and each of the other releasing parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

40. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, and any person or entity that can assert claims on their behalf, in such capacity only, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever released each and every Released Defendants’ Claim (as defined in ¶ 41 below) against Plaintiffs and the other Released Plaintiffs’ Parties (as defined in ¶ 42 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants’ Claims against any of the Released Plaintiffs’ Parties.

41. “Released Defendants’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or are based upon the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants’ Claims do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

42. “Released Plaintiffs’ Parties” means (i) Plaintiffs, all Settlement Class members, any other plaintiffs in the Action, Plaintiffs’ Counsel, any other counsel for plaintiffs in the Action, and (ii) each of their respective family members, and their respective partners, general partners, limited partners, principals, shareholders, joint venturers, officers, directors, managing directors, supervisors, employees, employers, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, parents, predecessors, successors, subsidiaries, assigns, heirs, executors, and any controlling person thereof; all in their capacities as such.

43. “Released Claims” means, collectively, all Released Plaintiffs’ Claims and all Released Defendants’ Claims.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

44. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form to the Claims Administrator by first-class mail to:

Spirit AeroSystems Holdings, Inc. Securities Litigation
 c/o Epiq Systems, Inc.
 P.O. Box 2817
 Portland, OR 97208-2817

OR SUBMITTED ONLINE at www.SpiritAeroSecuritiesSettlement.com. The completed Claim Form must include adequate supporting documentation and must be **postmarked or received no later than January 30, 2026**. A Claim Form is available on the website maintained by the Claims Administrator for the Settlement, www.SpiritAeroSecuritiesSettlement.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-888-869-2173. Please retain all records of your ownership of and transactions in Spirit Class A common stock, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

45. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

46. Pursuant to the Settlement, Defendants have agreed to pay or caused to be paid twenty-nine million and two-hundred thousand dollars (\$29,200,000) in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys’ fees and Litigation Expenses awarded by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

47. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

48. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court’s order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund or the plan of allocation.

49. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

50. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked or received on or before January 30, 2025 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs’ Claims (as defined in ¶ 37 above) against the Released Defendants’ Parties (as defined in ¶ 38 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs’ Claims against any of the Released Defendants’ Parties whether or not such Settlement Class Member submits a Claim Form.

51. Participants in and beneficiaries of a plan covered by ERISA (“ERISA Plan”) should NOT include any information relating to their transactions in Spirit Class A common stock held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those shares of Spirit Class A common stock that they purchased or acquired outside of the ERISA Plan. Claims based on any ERISA Plan’s purchases of Spirit

Class A common stock during the Settlement Class Period may be made by the plan's trustees. To the extent any of the Defendants or any of the other persons or entities excluded from the Settlement Class are participants in the ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by the ERISA Plan.

52. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

53. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

54. Only Settlement Class Members, *i.e.*, persons and entities who purchased publicly traded Spirit Class A common stock during the Settlement Class Period and were damaged as a result of the alleged fraud, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms. The only security that is included in the Settlement is publicly traded Spirit Class A common stock.

PROPOSED PLAN OF ALLOCATION

55. The objective of the Plan of Allocation is to equitably distribute the Settlement proceeds to those Settlement Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

56. The Plan of Allocation generally measures the amount of loss that a Settlement Class Member can claim for purposes of making *pro rata* allocations of the cash in the Net Settlement Fund to Authorized Claimants. The Plan of Allocation is not a formal damage analysis. Recognized Loss Amounts are based primarily on the price declines observed over the period in which Plaintiffs allege corrective information was entering the market.

57. In this Action, Plaintiffs allege that Defendants made false statements and omitted material facts during the Settlement Class Period (*i.e.*, April 8, 2020 through September 7, 2023, inclusive) which had the effect of artificially inflating the price of Spirit Class A common stock.² The estimated alleged artificial inflation in the price of Spirit Class A common stock during the Settlement Class Period is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of Spirit Class A common stock during the Settlement Class Period is based on certain misrepresentations alleged by Plaintiffs and the price change in the stock, net of market- and industry-wide factors, in reaction to the public announcements that allegedly corrected the misrepresentations alleged by Plaintiffs. The estimated alleged artificial inflation in the price of Spirit Class A common stock also reflects Lead Counsel's assessment of the strengths and weaknesses associated with the alleged corrective disclosures, including difficulties of proof and potential loss causation defenses, that justify an adjustment under this Plan of Allocation of the per-share Recognized Loss Amounts resulting from such disclosures.

58. In order to have recoverable damages, disclosures correcting the alleged misrepresentations must be the cause of the decline in the price of Spirit Class A common stock. In this matter, Plaintiffs allege that corrective disclosures removed the artificial inflation from the price of Spirit Class A common stock on the following dates: April 14, 2023; May 3, 2023; August 2, 2023; August 24, 2023; and September 7, 2023 (the "Corrective Disclosure Dates"). Accordingly, in order to have a Recognized Loss Amount, Spirit Class A common stock must have been purchased during the Settlement Class Period and held through at least one of these Corrective Disclosure Dates.

To the extent a Claimant does not satisfy the conditions set forth in the preceding paragraph, his, her or its Recognized Loss Amount for those transactions will be zero.

² During the Settlement Class Period, Spirit Class A common stock was listed on the New York Stock Exchange ("NYSE") under the symbol "SPR."

Table 1
Artificial Inflation in Spirit Class A Common Stock³

From	To	Per-Share Price Inflation
April 8, 2020	April 13, 2023	\$11.96
April 14, 2023	May 2, 2023	\$5.26
May 3, 2023	August 1, 2023	\$4.47
August 2, 2023	August 23, 2023	\$2.58
August 24, 2023	September 6, 2023	\$0.37
September 7, 2023	Thereafter	\$0.00

59. The “90-day look back” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss Amount for Spirit Class A common stock. The limitations on the calculation of the Recognized Loss Amount imposed by the PSLRA are applied such that losses on Spirit Class A common stock purchased during the Settlement Class Period and held as of the close of the 90-day period subsequent to the Settlement Class Period (the “90-Day Lookback Period”) cannot exceed the difference between the purchase price paid for such stock and its average price during the 90-Day Lookback Period. The Recognized Loss Amount on Spirit Class A common stock purchased during the Settlement Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and its rolling average price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

60. In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss Amount is calculated to be a negative number, that Recognized Loss Amount shall be set to zero. Any transactions in Spirit Class A common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

CALCULATION OF PER-SHARE RECOGNIZED LOSS AMOUNTS

61. Based on the formula set forth below, a “Recognized Loss Amount” shall be calculated for each purchase of Spirit Class A common stock during the Settlement Class Period (*i.e.*, April 8, 2020 through September 7, 2023, inclusive) that is listed in the Claim Form and for which adequate documentation is provided.

For each share of Spirit Class A common stock that was purchased during the period from April 8, 2020 through September 6, 2023, inclusive:

- a. that was sold prior to April 14, 2023, the Recognized Loss Amount is \$0.00.
- b. that was subsequently sold during the period April 14, 2023 through September 6, 2023, inclusive, the Recognized Loss Amount is *the lesser of*:
 - i. the amount of per-share price inflation on the date of purchase as appears in Table 1 above *minus* the amount of per-share price inflation on the date of sale as appears in Table 1 above; or
 - ii. the purchase price *minus* the sale price.
- c. that was subsequently sold during the period September 7, 2023 through December 5, 2023, inclusive (*i.e.*, sold during the 90-Day Lookback Period), the Recognized Loss Amount is *the least of*:
 - i. the amount of per-share price inflation on the date of purchase as appears in Table 1; or
 - ii. the purchase price *minus* the sale price; or
 - iii. the purchase price *minus* the “90-Day Lookback Value” on the date of sale as appears in Table 2 below.

³ The latest alleged corrective disclosures occurred on September 7, 2023, during regular stock trading hours. Thus, under the Plan of Allocation, there is no alleged artificial inflation in the price of Spirit Class A common stock on or after September 7, 2023, and there is no recovery for purchases of Spirit Class A common stock on or after September 7, 2023.

- d. that was still held as of the close of trading on December 5, 2023, the Recognized Loss Amount is *the lesser of*:
- i. the amount of per-share price inflation on the date of purchase as appears in Table 1; or
 - ii. the purchase price *minus* the average closing price for Spirit Class A common stock during the 90-Day Lookback Period, which is \$20.82.

Table 2					
Sale/Disposition Date	90-Day Lookback Value	Sale/Disposition Date	90-Day Lookback Value	Sale/Disposition Date	90-Day Lookback Value
9/7/2023	\$19.19	10/6/2023	\$16.39	11/6/2023	\$18.55
9/8/2023	\$19.06	10/9/2023	\$16.41	11/7/2023	\$18.69
9/11/2023	\$18.65	10/10/2023	\$16.46	11/8/2023	\$18.78
9/12/2023	\$18.37	10/11/2023	\$16.50	11/9/2023	\$18.90
9/13/2023	\$18.04	10/12/2023	\$16.53	11/10/2023	\$19.01
9/14/2023	\$17.76	10/13/2023	\$16.54	11/13/2023	\$19.13
9/15/2023	\$17.63	10/16/2023	\$16.56	11/14/2023	\$19.25
9/18/2023	\$17.41	10/17/2023	\$16.58	11/15/2023	\$19.37
9/19/2023	\$17.19	10/18/2023	\$16.73	11/16/2023	\$19.47
9/20/2023	\$16.97	10/19/2023	\$16.91	11/17/2023	\$19.57
9/21/2023	\$16.77	10/20/2023	\$17.05	11/20/2023	\$19.69
9/22/2023	\$16.64	10/23/2023	\$17.20	11/21/2023	\$19.80
9/25/2023	\$16.52	10/24/2023	\$17.35	11/22/2023	\$19.91
9/26/2023	\$16.42	10/25/2023	\$17.45	11/24/2023	\$20.02
9/27/2023	\$16.38	10/26/2023	\$17.58	11/27/2023	\$20.13
9/28/2023	\$16.37	10/27/2023	\$17.67	11/28/2023	\$20.24
9/29/2023	\$16.36	10/30/2023	\$17.78	11/29/2023	\$20.34
10/2/2023	\$16.39	10/31/2023	\$17.90	11/30/2023	\$20.46
10/3/2023	\$16.41	11/1/2023	\$18.06	12/1/2023	\$20.59
10/4/2023	\$16.40	11/2/2023	\$18.24	12/4/2023	\$20.71
10/5/2023	\$16.38	11/3/2023	\$18.41	12/5/2023	\$20.82

ADDITIONAL PROVISIONS

62. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in ¶ 65 below) is \$10.00 or greater.

63. **FIFO Matching**: If a Settlement Class Member has more than one purchase/acquisition or sale of Spirit Class A common stock, all purchases/acquisitions and sales shall be matched on a First In, First Out (“FIFO”) basis. Settlement Class Period sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Settlement Class Period.

64. **Calculation of Claimant’s “Recognized Claim”**: A Claimant’s “Recognized Claim” under the Plan of Allocation shall be the sum of his, her or its Recognized Loss Amounts for all shares of Spirit Class A common stock.

65. **Determination of Distribution Amount**: The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized

Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant's Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to such Authorized Claimant

66. **"Purchase/Sale" Dates:** Purchases or acquisitions and sales of Spirit Class A common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance or operation of law of Spirit Class A common stock during the Settlement Class Period shall not be deemed a purchase or sale of Spirit Class A common stock for the calculation of an Authorized Claimant's Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase of any Spirit Class A common stock unless (i) the donor or decedent purchased such Spirit Class A common stock during the Settlement Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Spirit Class A common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

67. **Spirit Class A Common Stock Acquired Through the Exercise, Conversion or Exchange of Non-Publicly Traded Securities:** Notwithstanding any of the above, shares of Spirit Class A common stock acquired through the exercise, conversion, or exchange of non-publicly traded securities of Spirit are not eligible to participate in the Settlement.

68. Spirit Class A common stock acquired in exchange for securities of any corporation or entity other than Spirit AeroSystems Holdings, Inc. are not eligible to participate in the Settlement.

69. **Short Sales:** The date of covering a "short sale" is deemed to be the date of purchase or acquisition of Spirit Class A common stock. The date of a "short sale" is deemed to be the date of sale of Spirit Class A common stock. Under the Plan of Allocation, however, the Recognized Loss Amount on "short sales" is zero. In the event that a Claimant has a short position in Spirit Class A common stock, the earliest Settlement Class Period purchases or acquisitions shall be matched against such short position, and not be entitled to a recovery, until that short position is fully covered.

70. **Spirit Class A Common Stock Purchased/Sold Through the Exercise of Publicly Traded Options:** Option contracts are not securities eligible to participate in the Settlement. With respect to Spirit Class A common stock purchased or sold through the exercise of a publicly traded option, the purchase/sale date of stock is the exercise date of the option and the purchase/sale price of stock is the exercise price of the option. Any Recognized Loss Amount arising from Spirit Class A common stock purchased during the Settlement Class Period through the exercise of a publicly traded option shall be computed as provided for other purchases of Spirit Class A common stock in the Plan of Allocation.

71. **Market Gains and Losses:** To the extent a Claimant had a market gain with respect to his, her, or its overall transactions in Spirit Class A common stock during the Settlement Class Period, the value of the Claimant's Recognized Claim shall be zero. To the extent that a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in Spirit Class A common stock during the Settlement Class Period, but that market loss was less than the total Recognized Claim calculated above, then the Claimant's Recognized Claim shall be limited to the amount of the actual market loss.

72. For purposes of determining whether a Claimant had a market gain with respect to his, her, or its overall transactions in Spirit Class A common stock during the Settlement Class Period or suffered a market loss, the Claims Administrator shall determine the difference between (i) the Total Purchase Amount⁴ and (ii) the sum of the Total Sales Proceeds⁵ and the Holding Value.⁶ If the Claimant's Total Purchase Amount *minus* the sum of the Total Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant's market loss on such securities; if the number is a negative number or zero, that number will be the Claimant's market gain on such securities.

⁴ The "Total Purchase Amount" is the total amount the Claimant paid (excluding commissions and other charges) for all Spirit Class A common stock purchased during the Settlement Class Period.

⁵ The Claims Administrator shall match any sales of Spirit Class A common stock during the Settlement Class Period, first against the Claimant's opening position in Spirit Class A common stock (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Spirit Class A common stock sold during the Settlement Class Period shall be the "Total Sales Proceeds."

⁶ The Claims Administrator shall ascribe a "Holding Value" to shares of Spirit Class A common stock purchased during the Settlement Class Period and still held as of the close of trading on September 6, 2023, which shall be \$19.19 (*i.e.*, the closing price of the stock on the last Corrective Disclosure Date, September 7, 2023). The total calculated holding values for all Spirit Class A common stock shall be the Claimant's "Total Holding Value."

73. After the initial distribution of the Net Settlement Fund, the Claims Administrator shall make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

74. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Plaintiffs' damages expert, Defendants, Defendants' Counsel, or any of the other Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Plaintiffs, Defendants and their respective counsel, and all other Released Defendants' Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

75. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Plaintiffs after consultation with their damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the settlement website, www.SpiritAeroSecuritiesSettlement.com.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

76. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply, on behalf of all Plaintiffs' Counsel, to the Court for an award of attorneys' fees in an amount not to exceed 30% of the Settlement Fund. At the same time, Lead Counsel also intends to apply, on behalf of all Plaintiffs' Counsel, for reimbursement of Litigation Expenses in an amount not to exceed \$213,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class in an aggregate amount not to exceed \$10,000.⁷ The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS? HOW DO I EXCLUDE MYSELF?

77. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to the Claims Administrator at *Spirit AeroSystems Holdings, Inc. Securities Litigation*, EXCLUSIONS, c/o Epiq Systems, Inc., P.O. Box 2817, Portland, OR 97208-2817. The exclusion request must be received by, or postmarked no later than December 19, 2025. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must: (a) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the

⁷ The attorney fee application will be made collectively on behalf of Glancy Prongay & Murray LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067 ("GPM"); Holzer & Holzer, LLC, 211 Perimeter Center Parkway, Suite 1010, Atlanta, GA 30346 ("Holzer"); Block & Leviton LLP, 260 Franklin St., Suite 1860, Boston, MA 02110 ("Block"); and The Law Offices of Frank R. Cruz, 1999 Avenue of the Stars, Suite 1100, Century City, CA 90067 ("Cruz"). Any attorneys' fees awarded by the Court will be divided between Lead Counsel GPM (40%) and Holzer (40%), and additional Plaintiffs' Counsel Block (20%) pursuant to a fee sharing agreement. In addition, GPM intends to share a portion of its net attorneys' fees with Cruz.

appropriate contact person; (b) state that such person or entity “requests exclusion from the Settlement Class in *Li v. Spirit AeroSystems Holdings, Inc.*, Case No. 1:23-cv-03722-PAE”; (c) state the number of shares of publicly traded Spirit Class A common stock that the person or entity requesting exclusion purchased and sold during the Settlement Class Period, as well as the dates and prices of each such purchase and sale; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is submitted within the time stated above, or is otherwise accepted by the Court.

78. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs’ Claim against any of the Released Defendants’ Parties.

79. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

80. Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Plaintiffs and Defendants.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON’T LIKE THE SETTLEMENT?**

81. **Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

82. The Settlement Hearing will be held on January 16, 2026 at 10:00 a.m., before the Honorable Paul A. Engelmayer in Courtroom 1305 of the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of Litigation Expenses and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class. The Court reserves the right to hold the Settlement Hearing telephonically or by other virtual means, in which event the Claims Administrator will update its website regarding the Settlement Hearing’s telephonic or virtual format.

83. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation or Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk’s Office at the United States District Court for the Southern District of New York at the address set forth below on or before December 26, 2025. You must also serve the papers on Lead Counsel and on Defendants’ Counsel at the addresses set forth below so that the papers are **received by, or postmarked no later than December 26, 2025.**

Clerk’s Office

United States District Court
Southern District of New York
Clerk of the Court
United States Courthouse
500 Pearl Street
New York, NY 10007

Lead Counsel

Glancy Prongay & Murray LLP
Garth A. Spencer, Esq.
1925 Century Park East
Suite 2100
Los Angeles, CA 90067

-and-

Holzer & Holzer, LLC
Corey D. Holzer, Esq.
211 Perimeter Center Parkway,
Suite 1010
Atlanta, GA 30346

Defendants’ Counsel

Cravath, Swaine & Moore LLP
Timothy G. Cameron, Esq.
Two Manhattan West
375 Ninth Avenue
New York, NY 10001

84. Any objection: (a) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member’s objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement

Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of shares of Spirit Class A common stock that the person or entity objecting purchased and sold during the Settlement Class Period, as well as the dates and prices of each such purchase and sale. You may not object to the Settlement, the Plan of Allocation or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

85. You may submit a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first submit and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

86. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you timely submit a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth above so that it is **received on or before December 26, 2025**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

87. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 83 above so that the notice is **received on or before December 26, 2025**.

88. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

89. Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

90. If you purchased the publicly traded Class A common stock of Spirit AeroSystems Holdings, Inc., during the period between April 8, 2020 and September 7, 2023, both dates inclusive, for the beneficial interest of persons or organizations other than yourself, within seven (7) calendar days of receipt of the Claims Administrator's notice of the Settlement you must either: (a) request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Postcard Notices forward them to all such beneficial owners; (b) request from the Claims Administrator a link to the Notice and Claim Form and, within seven (7) calendar days of receipt of the link, email the link to all such beneficial owners for whom valid email addresses are available; or (c) provide a list of the names, mailing addresses and email addresses (to the extent available) of all such beneficial owners to the Claims Administrator at *Spirit AeroSystems Holdings, Inc. Securities Litigation*, c/o Epiq Systems, Inc., P.O. Box 2817, Portland, OR 97208-2817, in which event the Claims Administrator shall promptly mail the Postcard Notice, or email a link to the Notice and Claim Form, to such beneficial owners. Nominees that choose to follow procedures (a) or (b) shall also send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed.

91. Upon full and timely compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred, not to exceed: (a) \$0.02 per name, mailing address, and email address (to the extent available) provided to the Claims Administrator; (b) \$0.02 per email for emailing notice; or (c) \$0.02 per postcard, plus postage at the pre-sort rate used by the Claims Administrator, for mailing the Postcard Notice, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Any dispute concerning the reasonableness of reimbursement costs shall be resolved by the Court. **YOU ARE NOT AUTHORIZED TO PRINT THE POSTCARD NOTICE YOURSELF. POSTCARD NOTICES MAY ONLY BE PRINTED BY THE COURT-APPOINTED CLAIMS ADMINISTRATOR.**

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

92. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.SpiritAeroSecuritiesSettlement.com.

93. All inquiries concerning this Notice and the Claim Form should be directed to the Claims Administrator or Lead Counsel at:

Spirit AeroSystems Holdings, Inc. Securities and/or
Litigation
 c/o Epiq Systems, Inc.
 P.O. Box 2817
 Portland, OR 97208-2817
 Telephone: 888-869-2173
Info@SpiritAeroSecuritiesSettlement.com
www.SpiritAeroSecuritiesSettlement.com

Garth Spencer, Esq.
 Glancy Prongay & Murray LLP
 1925 Century Park East, Suite 2100
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 Telephone: (310) 201-9150
 Email: settlements@glancylaw.com

and/or

Corey D. Holzer, Esq.
 Holzer & Holzer, LLC
 211 Perimeter Center Parkway, Ste. 1010
 Atlanta, GA 30346
 Telephone: (770) 392- 0090
 Email: cholzer@holzerlaw.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS, OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: October 2, 2025

By Order of the Court
 United States District Court
 Southern District of New York