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**EXHIBIT 1**

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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF SANTA CLARA

16 IN RE MAXAR TECHNOLOGIES INC.  
17 SHAREHOLDER LITIGATION

) Lead Case No. 19CV357070  
)  
)  
)

18 **STIPULATION OF SETTLEMENT**  
)  
)

19 Judge: Hon. Sunil R. Kulkarni  
)

20 Dept.: 1  
)

Trial Date: August 14, 2023  
)

21 Date Action Filed: October 21, 2019  
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1 This Stipulation of Settlement dated May 5, 2023 (“Stipulation”), in the action captioned *In*  
2 *re Maxar Technologies Inc. Shareholder Litigation*, Case No. 19CV357070 (“Action”), pending  
3 before the Superior Court of California, County of Santa Clara (“Court”), is entered into by and  
4 between Plaintiff and Class Representative Michael McCurdy on behalf of himself and each member  
5 of the Class (as defined below), and Defendant Maxar Technologies, Inc. (“Maxar” or the  
6 “Company”), and Defendants Howard L. Lance, Anil Wirasekara, Angela Lau, Robert L. Phillips,  
7 Dennis H. Chookaszian, Lori B. Garver, Joanne O. Isham, C. Robert Kehler, Brian G. Kenning, and  
8 Eric Zahler (collectively, the “Individual Defendants” and together with Maxar, “Defendants”), by  
9 and through their respective counsel. The Stipulation is intended by Plaintiff and Defendants  
10 (collectively, the “Parties”) to fully, finally, and forever resolve, discharge, release and settle the  
11 Released Claims and the Released Defendants’ Claims (both defined below), upon and subject to the  
12 terms and conditions hereof and subject to the Court’s approval.

13 **I. SUMMARY OF CLAIMS AND PROCEDURAL HISTORY**

14 This is a securities class action against Defendants for claims under §§ 11, 12(a)(2) and 15 of  
15 the Securities Act of 1933 (the “Securities Act”). The Action is brought on behalf of all persons who  
16 acquired Maxar common stock in exchange for DigitalGlobe common stock pursuant to the Offering  
17 Materials (as defined below) issued in connection with Maxar’s October 2017 acquisition of  
18 DigitalGlobe (“Merger”). This case was certified as a class action on August 20, 2021.

19 Plaintiff alleges that Defendants violated §§ 11, 12(a)(2) and 15 of the Securities Act by  
20 reason of material misrepresentations and omissions in the registration statement and prospectus  
21 issued in connection with the Merger (collectively, the “Offering Materials”). Specifically, Plaintiff  
22 alleges that the Offering Materials misrepresented and omitted material facts regarding Maxar’s  
23 business, including that: (1) there were significant indicators of impairment of Maxar’s assets,  
24 particularly in its Communications, SSL, and geostationary satellite communications (“GeoComm”)  
25 businesses; (2) Maxar had not adequately tested for impairment; (3) GeoComm was severely impaired  
26 as of the date of the Offering Materials; (4) Maxar was not complying with IFRS accounting  
27 standards, including related to impairment testing; and (5) risks that Maxar characterized as  
28 hypothetical had already materialized at the time of the Merger. (*See generally* Plaintiff’s allegations

1 in the Second Amended Complaint for Violations of the Securities Act of 1933 (the “Complaint”).)  
2 Defendants have denied, and continue to deny, these allegations and that there was any violation of  
3 the Securities Act.

4 Plaintiff Michael McCurdy filed the initial complaint in this Court on October 21, 2019.  
5 Plaintiff amended twice, filing the Complaint on April 30, 2020.

6 On June 29, 2020, Defendants moved to stay the case. On September 29, 2020, the Court  
7 issued an order denying Defendants’ motion to stay and directed the parties to meet and confer  
8 regarding coordinating discovery with *Oregon Laborers Employers Pension Trust Fund v. Maxar*  
9 *Tech., Inc.*, No. 19-cv-0124 (D. Colo.) (the “Federal Action”).

10 On November 10, 2020, Defendants filed a demurrer to the Complaint. Plaintiff opposed the  
11 demurrer on December 8, 2020, and Defendants filed their reply on December 22, 2020. On January  
12 14, 2021, the Court held a hearing on the demurrer. On January 24, 2021, the Court issued an order  
13 overruling the demurrer in part and granting it in part. Following the resolution of the demurrer, the  
14 Parties have engaged in extensive discovery, coordinated in part with the Federal Action.

15 On March 5, 2021, Defendants filed their answer to the Complaint.

16 On May 28, 2021, Plaintiff filed a motion for class certification. On August 5, 2021,  
17 Defendants filed a statement of non-opposition. On August 20, 2021, the Court issued an order  
18 certifying the Class, appointing Plaintiff Michael McCurdy as class representative, and appointing  
19 Girard Sharp LLP and Hedin Hall LLP as co-lead class counsel.

20 The Parties engaged in extensive discovery efforts. In response to Plaintiff’s discovery  
21 requests, Defendants produced over 584,000 pages of documents. Plaintiff also sought and obtained  
22 discovery from ten non-parties, including from foreign entities by way of letters rogatory, who  
23 collectively produced over 41,000 pages of documents. Class Counsel thus reviewed hundreds of  
24 thousands of pages of documents in connection with the prosecution and resolution of this litigation.  
25 The Parties also engaged in numerous meet and confer conferences regarding discovery and  
26 numerous informal discovery conferences with the Court. Class Counsel prepared for and took 20  
27 depositions: Plaintiff took eight depositions in coordination with the Federal Action, and 12 additional  
28 depositions following the settlement of the Federal Action. Defendants also deposed Plaintiff. After

1 the close of fact discovery, Plaintiff served four opening expert reports while Defendants served five  
2 opening expert reports.

3       The Parties participated in several full-day mediations throughout the case in an effort to reach  
4 a resolution. The Parties mediated on March 31, 2021, and August 25, 2022, before Gregory P.  
5 Lindstrom from Phillips ADR. On March 3, 2023, the Parties participated in an in-person mediation  
6 before Mr. Lindstrom and the Hon. Layn Phillips (Ret.). Prior to each mediation, the Parties prepared,  
7 exchanged, and provided to the mediator(s) detailed mediation statements and exhibits setting forth  
8 their respective positions on the merits and damages. Although no agreement was reached at the  
9 March 3, 2023 mediation, the Parties continued to actively negotiate toward settlement through the  
10 mediators, including by participating in numerous conference calls with Judge Phillips and Mr.  
11 Lindstrom. The Parties also continued to litigate the matter during the pendency of settlement  
12 discussions after the March 3, 2023 mediation. On March 22, 2023, the Parties accepted a mediator's  
13 proposal from Judge Phillips and Mr. Lindstrom for the monetary terms for a settlement of this Action  
14 on a class-wide basis.

15       On March 23, 2023, the Parties signed a detailed term sheet. The Parties thereafter exchanged  
16 drafts of this Stipulation and the supporting settlement documents. This Stipulation (together with  
17 the exhibits hereto) reflects the final and binding agreement between the Parties.

## 18 **II. PLAINTIFF'S INVESTIGATION AND THE BENEFITS OF SETTLEMENT**

19       Class Counsel have conducted an extensive investigation of the claims and the underlying  
20 events and transactions alleged in this Action. Among other things, Class Counsel have analyzed  
21 public filings, records, tens of thousands of pages of documents produced by Maxar, and other  
22 materials concerning Defendants and third parties, retained an economic expert to analyze damages,  
23 an accounting expert to analyze relevant accounting issues in this case, and researched the applicable  
24 law with respect to the claims of Plaintiff and the Class against Defendants and the potential defenses  
25 thereto.

26       Based on their investigation and review, Plaintiff and Class Counsel have concluded that the  
27 terms and conditions of this Stipulation are fair, reasonable, and adequate to the Class Members and  
28 in their best interests, and have agreed to settle the claims raised in the Action pursuant to the terms

1 and provisions of this Stipulation, after considering: (a) the substantial benefits that Plaintiff and the  
2 Class will receive from the settlement of the Action; (b) the risks, costs, and uncertainties of ongoing  
3 litigation and any appeals; (c) the desirability of permitting the Settlement to be consummated as  
4 provided by the terms of this Stipulation; and (d) Class Counsel's considerable experience in the  
5 prosecution of similar actions.

6 The Parties to this Stipulation and their counsel agree not to contend in any forum that the  
7 Action was brought or defended in bad faith, without a reasonable basis, or in violation of California  
8 Code of Civil Procedure § 128.7 or any other similar law or statute. The Action is being voluntarily  
9 settled upon the advice of counsel and after Class Counsel determined that the terms of the Settlement  
10 are fair, adequate, and reasonable to the Class.

### 11 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

12 Defendants have denied and continue to deny that they have committed any act or omission  
13 giving rise to any liability and/or violation of law, including under the U.S. securities laws.  
14 Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against  
15 them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been  
16 alleged, in the Action. Defendants have also denied and continue to deny, *inter alia*, the allegations  
17 that Plaintiff or the Class have suffered damages or were otherwise harmed by the conduct alleged in  
18 this Action. Defendants have asserted and continue to assert that the Offering Materials contained no  
19 material misstatements or omissions. Defendants have asserted and continue to assert that, at all  
20 times, they acted in good faith and in a manner reasonably believed to be in accordance with all  
21 applicable rules, regulations, and laws. Each Defendant reserves all defenses to any claims that may  
22 be filed by any Person who opts out of the Settlement set forth in this Stipulation.

23 Nonetheless, Defendants have determined that it is desirable and beneficial to them that the  
24 Action be settled in the manner and upon the terms and conditions set forth in this Stipulation to avoid  
25 the further expense, inconvenience, burden, and uncertainty of this Action, the distraction and  
26 diversion of personnel and resources, and to obtain the conclusive and complete dismissal and/or  
27 release of this Action and Released Claims.

1 Neither the Settlement nor any of its terms shall constitute an admission or finding of any  
2 fault, liability, wrongdoing, or damages whatsoever or any infirmity in the defenses that Defendants  
3 have, or could have, asserted. Defendants do not admit any liability or wrongdoing in connection  
4 with the allegations set forth in the Action, or any facts related thereto.

5 This Stipulation shall in no event be construed or deemed to be evidence of, or an admission  
6 or concession on the part of any Defendant with respect to, any claim or of any fault or liability or  
7 wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have asserted.

#### 8 **IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT**

9 NOW, THEREFORE, without any admission or concession by Plaintiff of any lack of merit  
10 of the Action, and without any admission or concession by Defendants of any liability or wrongdoing  
11 or lack of merit in the defenses, it is hereby STIPULATED AND AGREED, by and among the Parties  
12 to this Stipulation, through their undersigned attorneys, subject to approval by the Court, in  
13 consideration of the benefits flowing to the Parties hereto from the Settlement, that all Released  
14 Claims (as defined below) as against the Released Parties (as defined below) and all of Released  
15 Defendants' Claims (as defined below) shall be finally and fully compromised, settled, released, and  
16 discharged, upon and subject to the following terms and conditions:

##### 17 **1. Definitions**

18 As used in this Stipulation, and in addition to the above-defined terms, the following terms  
19 shall have the meanings specified below:

20 1.1 "Action" means the action styled *In re Maxar Technologies Inc. Shareholder*  
21 *Litigation*, Case No. 19CV357070, pending in the Superior Court of California, County of Santa  
22 Clara.

23 1.2 "Authorized Claimant" means a Class Member who submits a timely and valid Proof  
24 of Claim form to the Claims Administrator that is accepted for payment.

25 1.3 "Claims Administrator" means A.B. Data, Ltd. or such other entity as the Court shall  
26 appoint to administer the Settlement.

27 1.4 "Class" and "Class Members" means all persons who acquired Maxar common stock  
28 in exchange for DigitalGlobe common stock pursuant to the Offering Materials issued in connection

1 with Maxar’s October 2017 merger and acquisition of DigitalGlobe. Excluded from the Class are  
2 Defendants and their families, the officers and directors and affiliates of Defendants, at all relevant  
3 times, members of their immediate families and their legal representatives, heirs, successors or  
4 assigns and any entity in which Defendants have or had a controlling interest. Also excluded from  
5 the Class are any former DigitalGlobe shareholders who entered into a release of claims in connection  
6 with the DigitalGlobe appraisal actions. *See, e.g., In re Appraisal of DigitalGlobe, Inc. Common*  
7 *Stock and Preferred Stock*, Consol. C.A. No. 2017-0810 (Del. Ch.). Also excluded from the Class  
8 are those Persons who would otherwise be Class Members but who timely and validly exclude  
9 themselves therefrom.

10 1.5 “Class Counsel” means the law firms of Girard Sharp LLP and Hedin Hall LLP.

11 1.6 “Court” means the Superior Court of the State of California for the County of Santa  
12 Clara.

13 1.7 “Defendants” means Maxar Technologies, Inc., Howard L. Lance, Anil Wirasekara,  
14 Angela Lau, Robert L. Phillips, Dennis H. Chookaszian, Lori B. Garver, Joanne O. Isham, C. Robert  
15 Kehler, Brian G. Kenning, and Eric Zahler.

16 1.8 “Defendants’ Counsel” means the law firm of O’Melveny & Myers LLP.

17 1.9 “Effective Date of Settlement” or “Effective Date” means the date upon which all of  
18 the events and conditions set forth in ¶ 10.1 below have been met and have occurred.

19 1.10 “Escrow Account” means an interest-bearing escrow account established by the  
20 Escrow Agent or their respective successor(s) to receive the Settlement Amount.

21 1.11 “Escrow Agent” means Girard Sharp LLP and Hedin Hall LLP, or their respective  
22 successor(s).

23 1.12 “Fee and Expense Award” means attorneys’ fees and expenses awarded by the Court  
24 as described in ¶ 5.1.

25 1.13 “Final” with respect to the Judgment or any alternative judgment means: (i) if no  
26 appeal is filed, the expiration date of the time provided for filing or petitioning for any appeal, or  
27 (ii) if there is an appeal from the Judgment or any alternative judgment, the date of (a) final dismissal  
28 of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise to review the

Judgment, or (b) the date the Judgment or any alternative judgment is finally affirmed on appeal, and (1) the expiration of the time to file a petition for writ of certiorari or other form of review, (2) the denial of a writ of certiorari or other form of review, or (3) if certiorari or other form of review is granted, the date of final affirmance of the Judgment or any alternative judgment following review pursuant to that grant. However, any appeal or appellate proceeding seeking subsequent judicial review solely of an order issued with respect to (i) attorneys' fees, costs, or expenses, or (ii) the Plan of Allocation (as submitted or subsequently modified) shall not in any way delay or preclude the Judgment from becoming Final.

1.14 "Judgment" means the judgment to be entered approving the Settlement, substantially in the form attached hereto as Exhibit 1.B.

1.15 "Merger" means Maxar's acquisition and merger with DigitalGlobe on October 5, 2017.

1.16 "Net Settlement Fund" means the Settlement Fund less: (i) Court-awarded attorneys' fees; (ii) notice and administration expenses; (iii) any required Taxes; (iv) Court-awarded litigation expenses; and (v) any other fees or expenses approved by the Court.

1.17 "Notice" means the Notice of Proposed Settlement of Class Action, which is to be sent to members of the Class, substantially in the form attached hereto as Exhibit 1.A-1.

1.18 "Offering Materials" means the registration statement and prospectus issued in connection with the Merger. For the avoidance of doubt, "Offering Materials" includes all versions of the registration statement and prospectus filed with the SEC on April 27, 2017; June 2, 2017; and June 22, 2017.

1.19 "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, limited liability company or corporation, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

1.20 "Plaintiff" or "Class Representative" means Michael McCurdy.

1           1.21   “Plan of Allocation” means the plan described in the Notice or any alternate plan  
2 approved by the Court whereby the Net Settlement Fund (as defined above in ¶ 1.16) shall be  
3 distributed to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation, and the  
4 Released Parties shall have no responsibility therefore or liability with respect thereto. Plaintiff, Class  
5 Members, and Defendants shall be bound by the terms of this Stipulation, irrespective of whether the  
6 Court disapproves or modifies the Plan of Allocation.

7           1.22   “Preliminary Approval Order” means the proposed order preliminarily approving the  
8 Settlement and directing notice thereof to the Class, substantially in the form attached hereto as  
9 Exhibit 1.A.

10          1.23   “Proof of Claim” means the Proof of Claim and Release, substantially in the form  
11 attached hereto as Exhibit 1.A-2.

12          1.24   “Related Parties” means each of a Defendant’s or DigitalGlobe’s predecessors,  
13 successors, or past, present or future direct or indirect parents, subsidiaries, sister corporations,  
14 divisions, affiliates, or joint ventures, as well as each of their respective present or former directors,  
15 officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers,  
16 reinsurers, majority ownership shareholders, attorneys, including Defendants’ Counsel, accountants,  
17 auditors, financial or investment advisors or consultants, banks or investment bankers, personal or  
18 legal representatives, predecessors, successors, assigns, assignors, spouses, heirs, related or affiliated  
19 entities, any entity in which a Defendant holds a majority ownership interest, any member of a  
20 Defendant’s immediate family, or any trust of which any Defendant is the settler or which is for the  
21 benefit of any Defendant and/or member(s) of his or her family.

22          1.25   “Released Claims” means all claims and causes of action of every nature and  
23 description, including “Unknown Claims” as defined below, that were or could have been alleged in  
24 the Action, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising  
25 under federal, state, local, common, or foreign law, or any other law, rule, or regulation, whether class  
26 or individual in nature, based on, arising out of, in connection with, or reasonably related to: (i) the  
27 purchase or acquisition of Maxar common stock pursuant to the Offering Materials issued in  
28 connection with Maxar’s October 2017 merger and acquisition of DigitalGlobe; or (ii) the allegations,

1 acts, facts, matters, occurrences, disclosures, filings, representations, statements or omissions that  
2 were or could have been alleged by Plaintiff and other members of the Class in the Action. “Released  
3 Claims” also includes any and all claims arising out of, relating to, or in connection with the  
4 Settlement or resolution of the Action against the Released Parties (including Unknown Claims),  
5 except claims to enforce any of the terms of this Stipulation. For the avoidance of doubt, “Released  
6 Claims” does not include any claims brought under the federal securities laws against Maxar that are  
7 unrelated to the allegations, acts, transactions, facts, events, matters, occurrences, statements,  
8 representations, misrepresentations, or omissions involved, set forth, alleged, or referred to, in this  
9 Action.

10 1.26 “Released Defendants’ Claims” means all claims, including “Unknown Claims” as  
11 defined below, that any Released Party may have against Plaintiff, Class Members, or Class Counsel  
12 relating to the institution, prosecution, or settlement of the Action (except for claims to enforce any  
13 of the terms of this Stipulation).

14 1.27 “Released Parties” means Defendants and each and all of their Related Parties.

15 1.28 “Settlement” means the settlement on the terms set forth in this Stipulation.

16 1.29 “Settlement Amount” means the sum of \$36,500,000.00 to be deposited into an  
17 Escrow Account pursuant to ¶ 3.1.

18 1.30 “Settlement Fairness Hearing” means the hearing scheduled by the Court to determine  
19 whether: (i) the Settlement is fair, reasonable, and adequate, (ii) the Plan of Allocation is fair,  
20 reasonable, and adequate, and (iii) Class Counsel’s request for an award of attorneys’ fees and  
21 expenses, as well as an award to Plaintiff, is reasonable.

22 1.31 “Settlement Fund” means the Settlement Amount plus any interest or income earned  
23 thereon.

24 1.32 “Summary Notice” means the summary notice of proposed Settlement and hearing for  
25 publication, substantially in the form attached hereto as Exhibit 1.A-3.

26 1.33 “Unknown Claims” means: (i) any and all claims and potential claims against the  
27 Released Parties which Plaintiff or any Class Member does not know or suspect to exist in their, his,  
28 her, or its favor as of the Effective Date, including, without limitation, those that, if known by such

1 Plaintiff or Class Member, might have affected his, her or its decision(s) with respect to the Settlement  
2 or the releases, including his, her or its decision(s) to object or not to object to the Settlement or to  
3 exclude himself, herself, or itself from the Class, and (ii) any claims against Plaintiff which  
4 Defendants do not know or suspect to exist in their favor, which if known by any of them, might have  
5 affected their, his, her, or its decision(s) with respect to the Settlement. With respect to any and all  
6 Released Claims and Released Defendants' Claims, the Parties stipulate and agree that by operation  
7 of the Final Judgment, upon the Effective Date, Plaintiff and Defendants shall have expressly waived,  
8 and each Class Member shall be deemed to have waived, and by operation of the Final Judgment shall  
9 have expressly waived, the provisions, rights, and benefits of Cal. Civ. Code § 1542, which provides:

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

16 Additionally, with respect to any and all Released Claims and Released Defendants' Claims, the  
17 Parties stipulate and agree that by operation of the Final Judgment, upon the Effective Date, Plaintiff  
18 and Defendants shall have expressly waived, and each Class Member shall be deemed to have waived,  
19 and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights,  
20 and benefits conferred by any law of any state or territory of the United States, or principle of common  
21 law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542. Plaintiff, Class Members,  
22 and Defendants may hereafter discover facts in addition to or different from those which he, she, or  
23 it now knows or believes to be true with respect to the subject matter of the Released Claims and  
24 Released Defendants' Claims, but Plaintiff and Defendants shall expressly fully, finally, and forever  
25 settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by  
26 operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all  
27 Released Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected,  
28 contingent or non-contingent, disclosed or undisclosed, matured or unmatured, whether or not

1 concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity  
2 now existing or coming into existence in the future, including, but not limited to, conduct which is  
3 negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to  
4 the subsequent discovery or existence of such different or additional facts. The Parties acknowledge,  
5 and Class Members shall be deemed to have acknowledged, that the inclusion of “Unknown Claims”  
6 in the definition of Released Claims and Released Defendants’ Claims was separately bargained for  
7 and was an essential element of the Settlement of which these releases are a part.

## 8           **2.       Scope and Effect of Settlement**

9           2.1     The obligations incurred pursuant to this Stipulation shall be in full and final  
10 disposition of: (i) this Action against Defendants; (ii) any and all Released Claims as against all  
11 Released Parties; and (iii) any and all Released Defendants’ Claims.

12           2.2     (a)     Upon the Effective Date of this Settlement, Plaintiff and all Class Members,  
13 on behalf of themselves and any Person claiming through or on behalf of them, shall be deemed to  
14 have, and by operation of the Final Judgment shall have, fully, finally, and forever waived, released,  
15 compromised, settled, resolved, relinquished, and discharged all Released Claims (including  
16 Unknown Claims) against the Released Parties, regardless of whether such Class Member executes  
17 and delivers a Proof of Claim.

18                   (b)     Upon the Effective Date of this Settlement, each and every Class Member and  
19 any Person claiming through or on behalf of them will be permanently and forever barred, estopped,  
20 and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other  
21 proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other  
22 forum, asserting the Released Claims against the Released Parties, whether or not such Class Member  
23 executes and delivers a Proof of Claim. The Parties acknowledge, and the Class Members shall be  
24 deemed by operation of law to acknowledge, that the waiver of Unknown Claims, and of the  
25 provisions, rights and benefits of § 1542 of the California Civil Code, was bargained for and is a key  
26 element of which the release in this paragraph is a part.

27                   (c)     Upon the Effective Date of this Settlement, each of the Released Parties shall  
28 be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever

1 released and discharged Plaintiff, Class Counsel, and each and all of the Class Members from each  
2 and every one of the Released Defendants' Claims.

3 (d) The releases provided in this Stipulation shall become effective immediately  
4 upon occurrence of the Effective Date without the need for any further action, notice, condition, or  
5 event.

6 (e) By entering into this Stipulation, Plaintiff represents and warrants that it has  
7 not assigned, hypothecated, conveyed, transferred, or otherwise granted or given any interest in the  
8 Released Claims to any other person or entity, and the Defendants represent and warrant that they  
9 have not assigned, hypothecated, conveyed, transferred, or otherwise granted or given any interest in  
10 the Released Defendants' Claims to any other person or entity.

### 11 **3. The Settlement Consideration**

12 3.1 In consideration of the full and final settlement of all claims asserted or that could have  
13 been asserted by Plaintiff or any of the Class Members as against Defendants or any of the Released  
14 Parties, Maxar has agreed to cause its insurance carrier(s) to deposit the Settlement Amount into the  
15 Escrow Account in accordance with instructions to be provided by the Escrow Agent within thirty  
16 (30) business days of the later of: (i) the Court's order granting preliminary approval of the Settlement  
17 substantially in the form of Exhibit 1.A; and (ii) Class Counsel furnishing to Maxar's counsel an  
18 encrypted e-mail containing complete particulars for payment by wire transfer or check, and a W-9.  
19 The Escrow Account shall be held in interest-bearing bank account deposits with commercial banks  
20 with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00),  
21 with a rating of "A" or higher by S&P, and in accounts fully insured by the United States Government  
22 or the FDIC. The Parties and the Escrow agent agree to treat the Settlement Fund as being at all  
23 times a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1, and the  
24 regulations promulgated thereunder, and agree not to take any position for Tax purposes inconsistent  
25 therewith. The account funds, less any amounts incurred for notice, administration, and/or taxes, plus  
26 any accrued interest thereon, shall revert to the Person(s) making the deposits if the Settlement does  
27 not become effective for any reason, including by reason of a termination of the Settlement pursuant  
28 to ¶ 10.4 herein. The Settlement Fund includes any interest earned thereon.

1           3.2     If the entire Settlement Amount is not timely paid to the Escrow Account, the unpaid  
2 balance shall accumulate interest at the rate of 5% per annum until paid.

3           3.3     Plaintiff and Class Members shall look solely to the Settlement Fund as satisfaction of  
4 all claims that are released hereunder. Defendants shall have no obligation under this Stipulation or  
5 the Settlement to pay any additional amounts, and upon payment of the Settlement Amount as set  
6 forth in ¶ 3.1, Defendants shall have no other responsibility or obligation to pay, advance, fund,  
7 contribute or reimburse any fees, expenses, costs, liability or damages whatsoever alleged or incurred  
8 by Plaintiff or Class Counsel, by any Class Member, or by any of their attorneys, experts, advisors,  
9 agents, or representatives with respect to the Action, this Settlement or the Released Claims. An  
10 award of the Court pursuant to the Fee and Expense Application referred to in ¶ 5.1 hereof shall be  
11 paid exclusively from the Settlement Fund; any agreement between or among Class Counsel to divide  
12 fees, expenses, costs, or interest shall be between or among such Class Counsel only; and Defendants  
13 shall have no obligation or rights with respect to any allocation between or among Class Counsel, or  
14 with respect to any payment to any Class Counsel, of any fees, expenses, costs or interest, except in  
15 the event that the return of the Settlement Fund is required, consistent with the provisions of ¶¶ 5.1  
16 and 10.4 herein. Plaintiff and Class Members acknowledge that as of the Effective Date, the releases  
17 given herein shall become effective immediately by operation of the Final Judgment and shall be  
18 permanent, absolute, and unconditional.

19           3.4     Other than the obligation to cause the payment of the Settlement Amount into the  
20 Escrow Account in accordance with the terms of ¶ 3.1, Defendants shall have no further or other  
21 liability or obligation to Plaintiff, Class Counsel, or any Class Member with respect to the Released  
22 Claims, except as expressly stated herein.

23           3.5     (a)     The Settlement Fund, net of any Taxes (as defined below), shall be used to pay:  
24 (i) the notice and administration costs, fees and expenses of the Settlement referred to in ¶ 4.2 hereof;  
25 (ii) any award made by the Court pursuant to the Fee and Expense Application referred to in ¶ 5.1  
26 hereof; and (iii) the remaining administration expenses, fees and costs referred to in ¶ 4.2 hereof and  
27 any other attorney and administrative costs, fees, payments, or awards subsequently approved by the  
28 Court. The balance of the Settlement Fund after the above payments shall be the Net Settlement

1 Fund, which shall be distributed to the Authorized Claimants as provided in ¶¶ 6.1–6.3 hereof. Any  
2 portions of the Settlement Fund required to be held in escrow prior to the Effective Date shall be held  
3 by the Escrow Agent for the Settlement Fund. The Settlement Fund held by the Escrow Agent shall  
4 be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court  
5 until such time as the Net Settlement Fund shall be distributed to Authorized Claimants or returned  
6 to Defendants pursuant to this Stipulation and/or further order of the Court. The Escrow Agent shall  
7 not disburse the Settlement Fund, or any portion thereof, except as provided in this Stipulation, or  
8 upon Order of the Court. The Escrow Agent shall be responsible for investing the Settlement Fund  
9 in eligible investments, meaning obligations issued or guaranteed by the United States of America or  
10 any agency or instrumentality thereof, backed by the full faith and credit of the United States, or fully  
11 insured by the United States Government or an agency thereof, and the Escrow Agent shall reinvest  
12 the proceeds of these obligations or instruments as they mature in similar instruments at their then-  
13 current market rates. All risks related to the investment of the Settlement Fund in accordance with  
14 the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund. The  
15 Released Parties shall have no responsibility, liability or obligation whatsoever with respect to the  
16 investment decisions or actions of the Escrow Agent, or any transaction executed by the Escrow  
17 Agent. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the  
18 Released Parties harmless for the actions of the Escrow Agent.

19 (b) For the purpose of § 1.468B of the Internal Revenue Code and the Treasury  
20 regulations thereunder, the Escrow Agent shall be designated as the “administrator” of the Settlement  
21 Fund. The Escrow Agent shall timely and properly file all informational and other tax returns  
22 necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns  
23 described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described below) shall  
24 be consistent with this paragraph and in all events shall reflect that all Taxes (including any estimated  
25 Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the  
26 Settlement Fund as provided herein. In addition, the Escrow Agent shall timely make such elections  
27 as necessary or advisable to carry out the provisions of this ¶ 3.5, including the “relation-back  
28 election” (as defined in Treasury Regulation §1.468B-1) back to the earliest permitted date. Such

1 elections shall be made in compliance with the procedures and requirements contained in such  
2 regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and  
3 deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the  
4 appropriate filing to occur.

5 (c) All: (i) Taxes (including any estimated Taxes, interest or penalties) arising with  
6 respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may  
7 be imposed upon Defendants or their Related Parties with respect to any income earned by the  
8 Settlement Fund for any period during which the Settlement Fund does not qualify as a “Qualified  
9 Settlement Fund” for federal or state income tax purposes; and (ii) all other expenses and costs  
10 incurred in the operation of and implementation of this paragraph, including, without limitation,  
11 expenses of tax attorneys and/or accountants and mailing and distribution expenses related to filing  
12 or failing to file the returns described in this paragraph (collectively, “Taxes”) shall promptly be paid  
13 out of the Settlement Fund by the Escrow Agent without prior order from the Court. The Escrow  
14 Agent shall also be obligated to, and shall be responsible for, withholding from distribution to Class  
15 Members any funds necessary to pay such amounts, including the establishment of adequate reserves  
16 for any Taxes. The Parties agree to cooperate with the Escrow Agent, each other, and their tax  
17 attorneys and accountants to the extent reasonably necessary to carry out the provisions of this  
18 paragraph. In all events, the Defendants and their Released Parties shall have no responsibility,  
19 liability, or obligation whatsoever for the Taxes or any expenses related to the Taxes.

20 (d) Except to the extent Class Counsel are acting in their capacity as Escrow  
21 Agent, neither the Parties nor their counsel or the other Released Parties shall have any responsibility  
22 for or liability whatsoever with respect to: (i) any act, omission, or determination of the Escrow Agent  
23 or the Claims Administrator, or any of their respective designees or agents, in connection with the  
24 administration of the Settlement Fund or otherwise; (ii) the Plan of Allocation; (iii) the determination,  
25 administration, calculation, or payment of any claims asserted against the Settlement Fund; or (iv) the  
26 payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation  
27 of the Settlement Fund or the filing of any returns. The Escrow Agent, through the Settlement Fund,  
28 shall indemnify and hold each of the Released Parties and their counsel harmless for Taxes and tax

1 expenses (including, without limitation, taxes payable by reason of any such indemnification). The  
2 Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from  
3 distribution to Authorized Claimants any funds necessary to pay any Taxes, including the  
4 establishment of adequate reserves for any Taxes (as well as any amounts that may be required to  
5 be withheld under Treasury Regulation §1.468B-2(l)(2)).

6 **4. Administration**

7 4.1 The Claims Administrator shall administer and calculate the claims that shall be  
8 allowed and oversee distribution of the Net Settlement Fund pursuant to the Court's Orders and  
9 subject to such supervision of Class Counsel and/or the Court as the circumstances may require. The  
10 Claims Administrator agrees to submit to the jurisdiction of the Court with respect to the  
11 administration of the Settlement and the distribution of the Net Settlement Fund pursuant to the terms  
12 of this Stipulation. Defendants and the Released Parties shall have no role in, or responsibility for,  
13 the administration of the Settlement and shall have no liability to the Claims Administrator, Escrow  
14 Agent, Plaintiff, the Class, Class Counsel, or any other Person in connection with, as a result of, or  
15 arising out of, such administration, including, but not limited to: (i) any act, omission or determination  
16 by Class Counsel, the Escrow Agent, and/or the Claims Administrator, or any of their respective  
17 designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the  
18 management or investment of the Settlement Fund or the Net Settlement Fund, or the distribution of  
19 the Net Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration,  
20 calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered  
21 by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes,  
22 expenses, and/or costs incurred with the taxation of the Settlement Fund or the filing of any federal,  
23 state, or local returns. The Claims Administrator will not make any distributions to Class Members  
24 from the Net Settlement Fund until the Judgment becomes Final and all the conditions described in  
25 ¶ 10.1 herein have been satisfied.

26 4.2 Prior to the Effective Date, Class Counsel may pay from the Settlement Fund, without  
27 further approval from Defendants or the Court, the reasonable costs and expenses up to the sum of  
28 \$500,000.00 associated with notice to the Class, and the administration of the Settlement, including,

1 without limitation, the actual costs of notice, and the administrative expenses incurred and fees  
2 charged by the Claims Administrator in connection with providing notice and processing the  
3 submitted claims. Prior to the Effective Date, all costs and expenses incurred in connection with the  
4 administration of the Settlement in excess of \$500,000.00 shall be paid from the Settlement Fund  
5 subject to approval from the Court. After the Effective Date, all costs and expenses incurred and fees  
6 charged by the Claims Administrator in connection with the administration of the Settlement shall be  
7 paid from the Settlement Fund without further approval from Defendants or the Court.

8       4.3     It shall be Class Counsel and/or the Claims Administrator's responsibility to  
9 disseminate the Notice (as defined in ¶ 1.17 above), Proof of Claim and Release, and Summary Notice  
10 (as defined in ¶¶ 1.23 and 1.32 above) to potential Class Members in accordance with this Stipulation  
11 and as ordered by the Court. Defendants and their Released Parties shall have no responsibility,  
12 liability, or obligation whatsoever with respect to the notice process or the notice and administration  
13 expenses, including those described in ¶ 4.2, nor shall they have any responsibility, liability, or  
14 obligation whatsoever for any claims with respect thereto, including any claims that may arise from  
15 any failure of the notice process. The Escrow Agent, through the Settlement Fund, shall indemnify  
16 and hold each of the Defendants and their Released Parties harmless for any acts, omissions, or  
17 determinations made in the notice process and any notice and administration expenses, including  
18 those described in ¶ 4.2.

19       4.4     Within fourteen (14) calendar days of entry of the Preliminary Approval Order  
20 substantially in the form of Exhibit 1.A, the Company shall provide or cause to be provided to Class  
21 Counsel and/or the Claims Administrator, at no cost, its shareholder lists that can be obtained with  
22 reasonable efforts as appropriate for providing notice to the Class. It shall be the Claims  
23 Administrator's sole responsibility to disseminate the Notice and Summary Notice to the Class in  
24 accordance with this Stipulation and as ordered by the Court. Class Members shall have no recourse  
25 as to the Released Parties with respect to any claims they may have that arise from the notice process.

26       **5.       Fee and Expense Application**

27       5.1     Class Counsel will submit an application or applications (the "Fee and Expense  
28 Application") to the Court for an award from the Settlement Fund of: (i) attorneys' fees not to exceed

1 35% or \$12,775,000, plus the payment of litigation expenses incurred in connection with the  
2 prosecution of the Action, plus interest on both amounts at the same rate and period as earned on the  
3 Settlement Fund (until paid); and (ii) an award to Plaintiff pursuant to 15 U.S.C. §77z-1(a)(4) in  
4 connection with his representation of the Class. Attorneys' fees, expenses, and interest as are awarded  
5 by the Court shall be paid from the Settlement Fund to Class Counsel, pursuant to the written approval  
6 and instructions of all Class Counsel, within ten (10) calendar days of the Court's entry of an order  
7 awarding such amounts, notwithstanding the existence of any timely filed objections thereto, or  
8 potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to  
9 Class Counsel's obligation to repay those amounts to the Settlement Fund plus accrued interest at the  
10 same net rate as is earned by the Settlement Fund, if, as a result of any appeal and/or further  
11 proceedings on remand, or successful collateral attack, the fee or cost award is reduced or reversed  
12 or return of the Settlement Fund is required consistent with the provisions of ¶ 10.4 hereof. In such  
13 event, Class Counsel shall, within ten (10) business days from the event which requires repayment of  
14 the fee or expense award, refund to the Settlement Fund the fee and expense award paid to them,  
15 along with interest, as described above. Furthermore, Class Counsel (including their respective  
16 partners, shareholders, and/or firms) agree that they remain subject to the continuing jurisdiction of  
17 the Court for the purpose of enforcing their obligation to repay any required attorneys' fees and  
18 expenses to the Settlement Fund as provided in this paragraph. Without limitation, Class Counsel  
19 agree that the Court may, upon application of Defendants and notice to Class Counsel, summarily  
20 issue orders, including, but not limited to, judgments and attachment orders, and may make  
21 appropriate findings of or sanctions for contempt, should Class Counsel fail to timely repay fees and  
22 expenses pursuant to this ¶ 5.1.

23       5.2     This Settlement is not contingent on the allowance or disallowance by the Court of  
24 any Fee and Expense Award or any minimum or specific amount of attorneys' fees, litigation  
25 expenses, or awards to Plaintiff pursuant to 15 U.S.C. §77z-1(a)(4). Notwithstanding any other  
26 provision of this Stipulation to the contrary, the Fee and Expense Application shall be considered by  
27 the Court separate and apart from its consideration of the fairness, reasonableness, and adequacy of  
28 the Settlement, and any order or proceeding pertaining solely to the Fee and Expense Application or

1 Fee and Expense Award, or any appeal of any order pertaining solely to the Fee and Expense  
2 Application or Award or reversal or modification thereof, shall not operate to, or be grounds to,  
3 terminate or cancel this Stipulation or the Settlement of the Action, or affect or delay the finality of  
4 the Judgment approving this Settlement substantially in the form of Exhibit 1.B, or any other orders  
5 entered pursuant to the Stipulation of Settlement. Any Fee and Expense Award must be paid out of  
6 the Settlement Fund under the terms of this Stipulation.

7       5.3     Defendants and the Released Parties shall have no responsibility for, and no liability  
8 whatsoever with respect to, any payment, including payment of attorneys' fees and/or expenses, to  
9 Class Counsel and/or any other Person who receives payment from the Settlement Fund.

10       5.4     Defendants and the Released Parties shall have no responsibility for, and no liability  
11 whatsoever with respect to, the allocation among Class Counsel and/or any Person who may assert  
12 some claim thereto, of any Fee and Expense Award that the Court may order in the Action.

13       5.5     Defendants and the Released Parties shall have no responsibility for, and no liability  
14 whatsoever with respect to, any attorneys' fees, costs, or expenses (including Taxes) incurred by or  
15 on behalf of any Class Member, whether or not paid from the Escrow Account.

16       5.6     Plaintiff may submit an application for an award pursuant to 15 U.S.C. § 77z-1(a)(4)  
17 in connection with his representation of the Class. Any decision by the Court concerning an award  
18 pursuant to 15 U.S.C. § 77z-1(a)(4) shall not affect the validity or finality of the Settlement. In the  
19 event that the Effective Date does not occur, or the Judgment or the order approving Plaintiff's  
20 application for an award is reversed or modified, or the Stipulation is cancelled or terminated for any  
21 other reason, and such reversal, modification, cancellation, or termination becomes final and not  
22 subject to review, then Plaintiff shall, within fifteen (15) business days from receiving notice from  
23 Defendants' Counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund such  
24 amounts previously paid to him from the Settlement Fund in an amount consistent with such reversal  
25 or modification. Defendants and the Released Parties shall have no responsibility for, and no liability  
26 whatsoever with respect to, any award to Plaintiff in connection with his representation of the Class.

1           **6.       Distribution to Authorized Claimants**

2           6.1       The Claims Administrator shall determine each Authorized Claimant's *pro rata* share  
3 of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim as defined in  
4 the Plan of Allocation described in the Notice annexed hereto as Exhibit 1.A-1, or in such other Plan  
5 of Allocation as the Court approves.

6           6.2       The Plan of Allocation set forth in the Notice is not a necessary term of this Stipulation,  
7 and it is not a condition of this Stipulation that any particular Plan of Allocation be approved. The  
8 Released Parties will take no position with respect to the proposed Plan of Allocation or such Plan of  
9 Allocation as may be approved by the Court. The Plan of Allocation is a matter separate and apart  
10 from the Settlement between the Parties and any decision by the Court concerning the Plan of  
11 Allocation shall not affect the validity or finality of the proposed Settlement.

12          6.3       Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement  
13 Fund based on his or her Recognized Claim compared to the total Recognized Claims of all accepted  
14 claimants. The Settlement is non-recapture, *i.e.*, it is not a claims-made settlement. Defendants shall  
15 not be entitled to recover any of the settlement monies, or interest earned thereon, once the Judgment  
16 becomes Final and all the conditions set forth in ¶ 10.1 herein have been satisfied. The Released  
17 Parties shall have no involvement in reviewing, evaluating, or challenging claims and shall have no  
18 responsibility or liability for determining the allocation of any payments to any Class Members or for  
19 any other matters pertaining to the Plan of Allocation. The Released Parties shall not be liable for the  
20 loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for the  
21 payment of claims, Taxes, expenses related to Taxes, legal fees, or any other expenses payable from  
22 the Settlement Fund.

23           **7.       Administration of the Settlement**

24          7.1       Within ninety (90) calendar days after such time as set by the Court to mail notice to  
25 the Class, each Person claiming to be an Authorized Claimant shall be required to submit to the  
26 Claims Administrator a completed Proof of Claim, substantially in the form attached hereto as Exhibit  
27 1.A-2 and as approved by the Court, signed under oath and supported by such documents as are  
28 specified in the Proof of Claim and as are reasonably available to the Authorized Claimant.

1           7.2     Except as otherwise ordered by the Court, all Class Members who fail to timely submit  
2 a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be  
3 forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth  
4 herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the  
5 releases contained herein, and the Final Judgment. Notwithstanding the foregoing, Class Counsel  
6 have the discretion (but not the obligation) to accept for processing late submitted claims so long as  
7 the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. No  
8 Person shall have any claim against Plaintiff, Class Counsel, or the Claims Administrator by reason  
9 of the exercise or non-exercise of such discretion.

10           7.3     Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator,  
11 under the supervision of Class Counsel, who shall determine, in accordance with this Stipulation and  
12 the approved Plan of Allocation, the extent, if any, to which each claim shall be allowed, subject to  
13 further review by the Court pursuant to ¶ 7.5 below.

14           7.4     Proofs of Claim that do not meet the submission requirements may be rejected. Prior  
15 to rejecting a Proof of Claim in whole or in part, the Claims Administrator shall communicate with  
16 the claimant in writing to give the claimant the chance to remedy any curable deficiencies in the Proof  
17 of Claim submitted. The Claims Administrator, under the supervision of Class Counsel, shall notify,  
18 in a timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to  
19 reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate  
20 in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if  
21 the claimant so desires and complies with the requirements of ¶ 7.5 below.

22           7.5     If any claimant whose claim has been rejected in whole or in part for curable deficiency  
23 desires to contest such rejection, the claimant must, within twenty (20) calendar days after the date of  
24 mailing of the notice required in ¶ 7.4 above, or a lesser period of time if the claim was untimely,  
25 serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's  
26 grounds for contesting the rejection along with any supporting documentation, and requesting a  
27 review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Class  
28 Counsel shall thereafter present the claimant's request for review to the Court.

1           7.6     Each claimant who declines to be excluded from the Class shall be deemed to have  
2 submitted to the jurisdiction of the Court with respect to the claimant's claim, including, but not  
3 limited to, all releases provided for herein and in the Judgment, and the claim will be subject to  
4 investigation and discovery under the California Code of Civil Procedure, provided that such  
5 investigation and discovery shall be limited to the claimant's status as a Class Member and the validity  
6 and amount of the claimant's claim. In connection with processing the Proofs of Claim, no discovery  
7 shall be allowed from any Person on the merits of the Action or the Settlement.

8           7.7     No Person shall have any claim against the Released Parties, Plaintiff, Class Counsel,  
9 or the Claims Administrator, or any other Person designated by Class Counsel based on  
10 determinations or distributions made substantially in accordance with this Stipulation and the  
11 Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

12          7.8     The Net Settlement Fund shall be distributed to Authorized Claimants substantially in  
13 accordance with the Plan of Allocation described in the Notice and approved by the Court. If there  
14 is any balance remaining in the Net Settlement Fund after six (6) months from the date of distribution  
15 of the Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims  
16 Administrator shall, if economically feasible, reallocate such balance among Authorized Claimants  
17 in an equitable fashion. These redistributions will be repeated until Class Counsel determine in their  
18 discretion that it is no longer economically reasonable to distribute to Class Members the balance  
19 remaining in the Net Settlement Fund. Thereafter, subject to distribution to state entities as required  
20 by California Code of Civil Procedure § 384(b)(3), any balance that still remains in the Net Settlement  
21 Fund shall be donated to the Legal Aid Society of Santa Clara County.

22          7.9     Except for Maxar's obligation to cause to be paid the Settlement Amount, Defendants  
23 and the Released Parties shall have no liability, obligation, or responsibility whatsoever for the  
24 administration of the Settlement, disbursement of the Net Settlement Fund, or any losses incurred in  
25 connection with the foregoing. No Person shall have any claim of any kind against Defendants or the  
26 Released Parties with respect to the matters set forth in ¶¶ 7.1–7.11 hereof; and Plaintiff, Class  
27 Counsel, and every Class Member releases the Released Parties from any and all liability and claims  
28 arising from or with respect to the administration, investment, or distribution of the Settlement Fund.

1 Class Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive  
2 what Class Counsel reasonably deems to be formal or technical defects in any Proofs of Claim  
3 submitted, including, without limitation, failure to submit a document by the submission deadline, in  
4 the interests of achieving substantial justice.

5 7.10 All proceedings with respect to the administration, processing and determination of  
6 claims and the determination of all controversies relating thereto, including disputed questions of law  
7 and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court, but  
8 shall not, in any event, delay or affect the finality of the Judgment.

9 7.11 The Net Settlement Fund shall be distributed by the Claims Administrator to, or for  
10 the account of, Authorized Claimants, as the case may be, only after the Effective Date and after:  
11 (i) all claims have been processed, and all claimants whose claims have been rejected or disallowed,  
12 in whole or in part, have been notified and provided the opportunity to be heard concerning such  
13 rejection or disallowance; (ii) all objections with respect to all rejected or disallowed claims have  
14 been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has  
15 expired; and (iii) all matters with respect to the Fee and Expense Application have been resolved by  
16 the Court, all appeals therefrom have been resolved, or the time therefor has expired.

## 17 **8. Terms of Preliminary Approval Order**

18 8.1 Promptly after this Stipulation has been fully executed, and no later than May 5, 2023,  
19 Class Counsel shall apply to the Court by motion on notice for entry of the Preliminary Approval  
20 Order, substantially in the form annexed hereto as Exhibit 1.A. Class Counsel and Defendants'  
21 Counsel shall jointly request that the postmark deadline for objecting to or submitting exclusions from  
22 this Settlement be set at least sixty (60) calendar days after the date for the initial mailing of the Notice  
23 as set forth in the Preliminary Approval Order. Upon receiving any request(s) for exclusion ("Request  
24 for Exclusion"), the Claims Administrator shall promptly notify Class Counsel and Defendants'  
25 Counsel of such Requests for Exclusion.

26 8.2 Any Class Member who wishes to opt out of the Class must submit a timely written  
27 Request for Exclusion on or before the opt-out date, in the manner specified in the Court's Preliminary  
28 Approval Order. A Request for Exclusion is valid only if it is signed by the Class Member or Class

Members requesting exclusion in that request. Any Class Member who does not submit a timely written Request for Exclusion will be bound by all proceedings, orders, and judgments in the Action, whether or not he, she, or it timely submits a Proof of Claim.

**9. Terms of Judgment**

9.1 If the Settlement contemplated by this Stipulation is approved by the Court, Class Counsel shall request that the Court enter a Judgment, substantially in the form annexed hereto as Exhibit 1.B.

**10. Effective Date of Settlement, Waiver or Termination**

10.1 The Effective Date of Settlement shall be the date when all of the following shall have occurred:

(a) the Court has entered the Preliminary Approval Order, substantially in the form annexed hereto as Exhibit 1.A;

(b) the Settlement Amount has been deposited into the Escrow Account pursuant to ¶ 3.1;

(c) Defendants have not exercised any option available to them to terminate this Settlement pursuant to ¶ 10.3;

(d) final approval of the Settlement by the Court, following notice to the Class; and

(e) entry by the Court of a Judgment, or a judgment substantially in the form of Exhibit 1.B annexed hereto, that has become Final.

10.2 Plaintiff and each of the Defendants, through their respective counsel, shall, in their separate discretion, but in all events subject to ¶ 5.2 herein, have the right to terminate the Settlement and this Stipulation, as to themselves, by providing written notice of their election to do so (“Termination Notice”) to all other Parties hereto within twenty (20) business days of: (a) a decision of the Court not to enter the Preliminary Approval Order, substantially in the form of Exhibit 1.A annexed hereto, whether or not such decision appears in an appealable order; (b) a decision of the Court not to approve this Stipulation in any material respect (except as to any decision of the Court concerning any Fee and Expense Award); (c) a decision of the Court not to enter the Judgment in

1 substantially the form attached hereto as Exhibit 1.B or the date on which any court of appeal affirms,  
2 or does not reverse, any appealable refusal by the Court to enter the Judgment in substantially the  
3 form attached hereto as Exhibit 1.B; (d) the date on which the Judgment is modified or reversed by a  
4 court of appeal or any higher court in any material respect, except to the extent that the only  
5 modification or reversal by the court of appeal or higher court pertains solely to the Fee and Expense  
6 Award; or (e) in the event that the Court enters an order giving preliminary approval that is not  
7 substantially in the form of Exhibit 1.A annexed hereto or enters a judgment in a form that is not  
8 substantially in the form attached hereto as Exhibit 1.B, and none of the Parties elects to terminate  
9 this Settlement, the date that such order or judgment is modified or reversed by a court of appeal or  
10 any higher court in any material respect.

11 10.3 As set forth in a separate agreement (the “Supplemental Agreement”) executed  
12 between Plaintiff and Defendants, by and through their counsel, Defendants may terminate the  
13 Settlement and render it null and void in the event that members of the Class who collectively acquired  
14 more than a certain amount of Maxar common stock in the Merger exclude themselves from the Class.  
15 The Parties agree to maintain the confidentiality of the Supplemental Agreement. The Supplemental  
16 Agreement will not be filed with the Court unless required by the Court, Court rule or unless and until  
17 a dispute as between Plaintiff and Defendants concerning its interpretation or application arises. If  
18 submission of the Supplemental Agreement is ordered by the Court or is necessary to resolve a dispute  
19 between Plaintiff and Defendants, the Parties will seek to have the Supplemental Agreement  
20 submitted to the Court in camera or filed under seal, but such disclosure shall be carried out to the  
21 fullest extent possible in accordance with the practices of the Court so as to preserve the  
22 confidentiality of the Supplemental Agreement, particularly the threshold aggregate number of  
23 shares.

24 10.4 Except as otherwise provided herein, in the event the Settlement is terminated in  
25 accordance herewith, the Judgment is vacated, or the Effective Date does not occur for any reason,  
26 then the Parties shall be deemed to have reverted to their respective status in the Action as of March  
27 23, 2023, the fact and terms of the Settlement shall not be admissible, used, or referenced in any trial  
28 of the Action, and, except as otherwise expressly provided, the Parties shall proceed in all respects as

1 if this Stipulation and any related orders had not been entered, and any portion of the Settlement  
2 Amount previously paid by or on behalf of Defendants, together with any interest earned thereon  
3 (and, if applicable, re-payment of any attorneys' fee and expense award referred to in ¶ 5.1 hereof),  
4 less any Taxes due, if any, with respect to such income, and less costs of administration and notice  
5 actually incurred and paid or payable from the Settlement Amount (not to exceed \$500,000 without  
6 the prior approval of the Court), shall be returned to the party, parties, or insurer that paid the  
7 Settlement Amount as directed by Defendants' Counsel within ten (10) business days from the date  
8 of the event causing such termination. No order of the Court or modification or reversal on appeal of  
9 any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs,  
10 expenses, and interest awarded by the Court to Class Counsel or the amount of any award or expenses  
11 by the Court to Plaintiff shall constitute grounds for termination of the Settlement.

12 **11. No Admission of Wrongdoing**

13 11.1 Defendants deny that they have committed any act or omission giving rise to any  
14 liability and/or violation of law, and state that they are entering into this Settlement to eliminate the  
15 burden and expense of further litigation. This Stipulation, whether or not consummated, including  
16 any and all of its terms, provisions, exhibits, and prior drafts, and any negotiations or proceedings  
17 related or taken pursuant to it:

18 (a) Shall not be offered or received against Defendants or the Released Parties as  
19 evidence of, or evidence supporting a presumption, concession, or admission with respect to any  
20 liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against  
21 Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings  
22 as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this  
23 Stipulation is approved by the Court and becomes effective pursuant to its terms, Defendants may  
24 refer to it to effectuate the liability protection granted them hereunder, and nothing in this Settlement  
25 shall restrict the ability of any Party hereto to advocate in favor or against the applicability of any  
26 offset to any claims asserted in any other action based on any amount paid herein;

27 (b) Shall not be construed as or received in evidence as an admission, concession,  
28 or presumption against Plaintiff or any of the Class Members that any of their claims are without

merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable under the Complaint in this Action or any subsequent operative complaint filed in this Action would not have exceeded the Settlement Fund; and

(c) Notwithstanding the foregoing, Defendants, Plaintiff, Class Members, and/or any other Released Party may file the Stipulation and/or the Final Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim or issue preclusion or similar defense or counterclaim.

## **12. Miscellaneous Provisions**

12.1 All of the exhibits attached hereto are material and integral parts hereof and are fully incorporated herein by this reference as though fully set forth herein.

12.2 The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff and/or any Class Member against the Released Parties with respect to the Released Claims. Accordingly, Plaintiff and Defendants agree not to assert in any forum that the litigation was brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. The Parties further agree not to assert in any forum that any party violated California Code of Civil Procedure § 128.7 relating to the prosecution, defense, or settlement of the Action. The Parties acknowledge that the amount paid and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel and assisted by experienced mediators.

12.3 This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties hereto.

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

12.5 The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders relating to the Fee and Expense Application, the Plan of Allocation and enforcing the terms of this Stipulation.

1           12.6   This Stipulation shall not constitute a consent to service or to the jurisdiction of this  
2 Court or any other court for any purpose, including any other matter concerning the Released Claims,  
3 and shall not be construed as such, other than for the sole and limited purpose of the Settlement and  
4 the enforcement of its terms.

5           12.7   The waiver by one party of any breach of this Stipulation by any other party shall not  
6 be deemed a waiver of any other prior or subsequent breach of this Stipulation.

7           12.8   This Stipulation and its exhibits and the Supplemental Agreement constitute the entire  
8 agreement among the Parties hereto concerning the Settlement of the Action, and no representations,  
9 warranties, or inducements have been made by any Party hereto concerning this Stipulation and its  
10 exhibits other than the representations, warranties, and covenants contained and memorialized in such  
11 documents.

12           12.9   This Stipulation may be executed in one or more counterparts and the signatures may  
13 be by facsimile, or electronically. All executed counterparts and each of them shall be deemed to be  
14 one and the same instrument provided that counsel for the Parties shall exchange among themselves  
15 original signed counterparts.

16           12.10 This Stipulation shall be binding upon, and inure to the benefit of, the successors,  
17 assigns, executors, administrators, heirs, and legal representatives of the Parties hereto. No  
18 assignment shall relieve any Party hereto of obligations hereunder.

19           12.11 The construction, interpretation, operation, effect and validity of this Stipulation, and  
20 all documents necessary to effectuate it, shall be governed by the laws of the State of California,  
21 without regard to conflicts of laws, except to the extent that federal law requires that federal law  
22 governs, and in accordance with the laws of the United States.

23           12.12 This Stipulation shall not be construed more strictly against one Party than another  
24 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the  
25 Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and  
26 that all Parties have contributed substantially and materially to the preparation of this Stipulation.

27           12.13 All counsel and any other person executing this Stipulation and any of the exhibits  
28 hereto, or any related settlement documents, warrant and represent that they have the full authority to

1 do so and that they have the authority to take appropriate action required or permitted to be taken  
2 pursuant to the Stipulation to effectuate its terms.

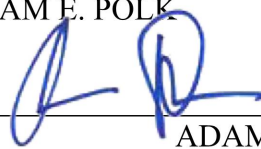
3 12.14 The Settlement contemplated herein is not subject to or contingent upon confirmatory  
4 discovery or other additional discovery beyond that already undertaken in the Action.

5 12.15 Class Counsel and Defendants' Counsel agree to cooperate reasonably with one  
6 another in seeking Court approval of the order for notice and hearing substantially in the form of  
7 Exhibit 1.A, the Stipulation and the Settlement, and to promptly agree upon and execute all such other  
8 documentation as may be reasonably required to obtain final approval by the Court of the Settlement  
9 substantially in the form of Exhibit 1.B.

10 12.16 All agreements made and orders entered during the course of the Action relating to the  
11 confidentiality of information shall survive this Stipulation.

12 IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by  
13 their duly authorized attorneys, dated May 5, 2023.

14 **GIRARD SHARP LLP**  
15 DANIEL C. GIRARD  
16 ADAM E. POLK

17 

ADAM E. POLK

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# EXHIBIT 1.A

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14 *Co-Lead Counsel for Plaintiff and the Class*

15  
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **COUNTY OF SANTA CLARA**

18  
19 IN RE MAXAR TECHNOLOGIES INC.  
SHAREHOLDER LITIGATION

) Case No. 19CV357070

) CLASS ACTION

) **[PROPOSED] ORDER PRELIMINARILY**  
) **APPROVING SETTLEMENT AND**  
) **PROVIDING FOR NOTICE**

22 This Document Relates To:

23 ALL ACTIONS

) EXHIBIT 1.A

) Judge: Hon. Sunil R. Kulkarni

) Dept: 1

) Date Action Filed: October 21, 2019  
)  
27 )  
28 )

[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND  
PROVIDING FOR NOTICE

1 WHEREAS, on May 5, 2023, the Parties to the above-entitled action (the “Action”) entered  
2 into a Stipulation of Settlement (“Stipulation” or “Settlement”),<sup>1</sup> which is subject to review by this  
3 Court and which, together with the exhibits thereto, sets forth the terms and conditions for the  
4 Settlement of the claims alleged in the Action; and the Court having read and considered the  
5 Stipulation and the accompanying documents; and the Parties to the Stipulation having consented to  
6 the entry of this Preliminary Approval Order;

7 NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_ day of \_\_\_\_\_ 2023, that:

8 1. The Court preliminarily finds that:

9 (a) the Settlement resulted from informed, extensive arm’s-length negotiations,  
10 including mediation among Plaintiff and Defendants under the direction of experienced mediators,  
11 Hon. Layn Phillips (Ret.) and Gregory P. Lindstrom of Phillips ADR; and

12 (b) the Settlement is sufficiently fair, reasonable, and adequate to warrant  
13 providing notice of the Settlement to the Class.

14 2. A Settlement Fairness Hearing is hereby scheduled to be held on \_\_\_\_\_, at  
15 1:30 p.m., before the Hon. Sunil R. Kulkarni, Dept. 1, Superior Court of the State of California,  
16 County of Santa Clara, 191 North First Street, San Jose, CA 95113, for the following purposes:

17 (a) to determine whether the proposed Settlement is fair, reasonable, and adequate,  
18 and should be approved by the Court;

19 (b) to determine whether the Judgment as provided under the Stipulation should  
20 be entered;

21 (c) to determine whether the proposed Plan of Allocation should be approved by  
22 the Court as fair, reasonable and adequate;

23 (d) to consider Class Counsel’s application for an award of attorneys’ fees and  
24 expenses;

25 (e) to consider the Class Representative’s request for payment for his efforts in  
26

27 \_\_\_\_\_  
<sup>1</sup> All capitalized terms used herein have the meanings as defined in the Stipulation.

1 prosecuting this Action on behalf of the Class; and

2 (f) to rule upon such other matters as the Court may deem appropriate.

3 3. The Court reserves the right to approve the Settlement with or without modification  
4 and with or without further notice to the Class and may adjourn the Settlement Fairness Hearing  
5 without further notice to the Class. The Court reserves the right to enter the Judgment approving the  
6 Stipulation regardless of whether it has approved the Plan of Allocation, Class Counsel's request for  
7 an award of attorneys' fees and expenses and Class Representative's request for payment for his  
8 representation of the Class.

9 4. The Court approves the form, substance and requirements of the Notice of Proposed  
10 Settlement of Class Action ("Notice"), the Proof of Claim and Release ("Proof of Claim"), and the  
11 Summary Notice of Proposed Settlement of Class Action ("Summary Notice"), annexed hereto as  
12 Exhibits 1.A-1, 1.A-2 and 1.A-3, respectively.

13 5. The Court approves the appointment of A.B. Data, Ltd., as the Claims Administrator  
14 to supervise and administer the notice procedure in connection with the proposed Settlement as well  
15 as the processing of Proofs of Claim as more fully set forth below.

16 6. The Claims Administrator shall cause the Notice and the Proof of Claim, substantially  
17 in the forms annexed hereto, to be mailed, by first—class mail, postage prepaid, within twenty-one  
18 (21) calendar days of entry of this Preliminary Approval Order ("Notice Date") to all Class Members  
19 who can be identified with reasonable effort. Within fourteen (14) calendar days of entry of this  
20 Preliminary Approval Order, Defendant Maxar, at its expense, shall make reasonable efforts to  
21 provide and/or cause its transfer agent to provide Class Counsel and/or the Claims Administrator  
22 with a shareholder list in an electronically reliable format, that identifies Persons who acquired  
23 Maxar common stock in exchange for DigitalGlobe common stock pursuant to the Offering  
24 Materials issued in connection with Maxar's October 2017 Merger with DigitalGlobe. This  
25 information shall be kept confidential and shall not be used for any purpose other than to provide the  
26 notice contemplated by this Order.

1 (a) The Claims Administrator shall use reasonable efforts to give notice to  
2 nominee purchasers such as brokerage firms and other persons or entities who acquired Maxar  
3 common stock in exchange for DigitalGlobe common stock pursuant to the Offering Materials issued  
4 in connection with Maxar's October 2017 Merger with DigitalGlobe as record owners but not as  
5 beneficial owners. Such nominee purchasers are directed, within fourteen (14) business days of their  
6 receipt of the Notice, to either forward copies of the Notice and Proof of Claim to their beneficial  
7 owners or to provide the Claims Administrator with lists of the names and addresses of the beneficial  
8 owners, and the Claims Administrator is ordered to send the Notice and Proof of Claim promptly to  
9 such identified beneficial owners.

10 (b) Nominee purchasers who elect to send the Notice and Proof of Claim to their  
11 beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was  
12 made as directed. Additional copies of the Notice shall be made available to any record holder  
13 requesting such for the purpose of distribution to beneficial owners, and such record holders shall be  
14 reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper  
15 documentation, for the reasonable expense of sending the Notice and Proof of Claim to beneficial  
16 owners.

17 7. The Claims Administrator shall cause the Summary Notice to be published once in the  
18 national edition of *The Wall Street Journal*, and once over a national newswire service, within ten  
19 (10) calendar days of the Notice Date.

20 8. Within fourteen (14) calendar days of the Notice Date, the Claims Administrator shall  
21 post the Stipulation, Notice and Proof of Claim on the settlement website,  
22 [www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com).

23 9. Within two (2) business days of filing, the Claims Administrator shall post all papers  
24 in support of final approval of the Settlement, the Plan of Allocation and request for attorneys' fees  
25 and expenses and an award to Class Representative at [www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com).

1           10.     Class Counsel shall, at least seven (7) calendar days before the Settlement Fairness  
2     Hearing, file with the Court and serve on the Parties proof of mailing of the Notice and Proof of  
3     Claim and proof of publication of the Summary Notice.

4           11.     The form and content of the Notice and the Summary Notice, and the method set forth  
5     herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements  
6     of California law and due process, constitute the best notice practicable under the circumstances, and  
7     shall constitute due and sufficient notice to all persons and entities entitled thereto.

8           12.     In order to be entitled to participate in the Net Settlement Fund, in the event the  
9     Settlement is consummated in accordance with its terms set forth in the Stipulation, each Class  
10    Member shall take the following actions and be subject to the following conditions:

11                   (a)     Within ninety (90) calendar days of the Notice Date, each Person claiming to  
12    be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof  
13    of Claim, substantially in a form contained in Exhibit 1.A-2 attached hereto and as approved by the  
14    Court, signed under penalty of perjury and supported by such documents as are specified in the Proof  
15    of Claim and as are reasonably available to the Authorized Claimant.

16                   (b)     Except as otherwise ordered by the Court, all Class Members who fail to timely  
17    submit a Proof of Claim within such period, or such other period as may be ordered by the Court,  
18    shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement  
19    set forth therein, but will in all other respects be subject to and bound by the provisions of the  
20    Stipulation, the releases contained therein, and the Final Judgment. Notwithstanding the foregoing,  
21    Class Counsel may, in their discretion, accept for processing late-submitted claims so long as the  
22    distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. No Person  
23    shall have any claim against Plaintiff, Class Counsel, the Released Parties, Defendants' Counsel or  
24    the Claims Administrator by reason of the decision to exercise such discretion with regard to  
25    acceptance of late Administrator by reason of the decision to exercise such discretion with regard to  
26    acceptance of late submitted claims.

1 (c) As part of the Proof of Claim, each Class Member shall submit to the  
2 jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of the  
3 Settlement) release all Released Claims as provided in the Stipulation.

4 13. Class Members shall be bound by all determinations and judgments in this Action,  
5 whether favorable or unfavorable, unless they request exclusion from the Class in a timely and proper  
6 manner, as hereinafter provided. A Class Member wishing to make such request shall, no later than  
7 sixty (60) calendar days after the Notice Date, mail a request for exclusion in written form by first-  
8 class mail postmarked to the address designated in the Notice. Such request for exclusion shall  
9 clearly indicate the name, address, and telephone number of the Person seeking exclusion, that the  
10 sender requests to be excluded from the Class and must be signed by such Person. Such Persons  
11 requesting exclusion are also directed to state the number of shares of Maxar common stock they  
12 acquired in exchange for DigitalGlobe common stock in connection with Maxar's October 2017  
13 Merger with DigitalGlobe. The request for exclusion shall not be effective unless it is made in writing  
14 within the time stated above, and the exclusion is accepted by the Court. Class Members requesting  
15 exclusion from the Class shall not be entitled to receive any payment out of the Net Settlement Fund  
16 as described in the Stipulation and Notice.

17 14. The Court will consider objections to the Settlement, the Plan of Allocation, the  
18 payment to Class Representative, and/or the award of attorneys' fees and expenses. Any Person  
19 wishing to object may do so in writing or may appear at the Settlement Fairness Hearing to make an  
20 oral objection.

21 (a) To the extent any Person wishes to object in writing, such objections and any  
22 supporting papers, accompanied by proof of Class membership, shall be filed with the Clerk of the  
23 Court, Superior Court of the State of California, County of Santa Clara, 191 North First Street, San  
24 Jose, CA 95113, and copies of all such papers served no later than \_\_\_\_\_, 2023,  
25 which is sixty (60) calendar days after the Notice Date to each of the following: Adam E. Polk, Girard  
26 Sharp LLP, 601 California Street, Suite 1400, San Francisco, CA 94108, and David W. Hall, Hedin  
27 Hall LLP, Four Embarcadero Center, Suite 1400, San Francisco, CA 94104, on behalf of the Plaintiff  
28

1 and the Class, and Matthew W. Close, O'Melveny & Myers LLP, 400 South Hope Street, 18th Floor,  
2 Los Angeles, CA 90071, on behalf of the Defendants.

3 (b) Persons who intend to object in writing to the Settlement, the Plan of  
4 Allocation, the request for an award of attorneys' fees and expenses and/or Class Representative's  
5 request for payment for representing the Class, and desire to present evidence at the Settlement  
6 Fairness Hearing must include in their written objections copies of any exhibits they intend to  
7 introduce into evidence at the Settlement Fairness Hearing.

8 (c) If an objector hires an attorney to represent him, her or it for the purposes of  
9 making an objection, the attorney must both effect service of a notice of appearance on counsel listed  
10 above and file it with the Court by no later than \_\_\_\_\_, 2023. A Class Member who files a  
11 written objection does not have to appear at the Settlement Fairness Hearing for the Court to consider  
12 his, her or its objection.

13 (d) Any member of the Class can also appear at the Settlement Fairness Hearing  
14 to make an oral objection, without submitting a written objection.

15 (e) Any member of the Class who does not make his, her, or its objection in the  
16 manner provided above shall be deemed to have waived such objection and shall forever be foreclosed  
17 from making any objection to the fairness or adequacy of the Settlement set forth in the Stipulation,  
18 to the Plan of Allocation, and to the award of attorneys' fees and expenses to Class Counsel and Class  
19 Representative's request for payment, unless otherwise ordered by the Court.

20 15. All papers in support of the Settlement, the Plan of Allocation, and any application by  
21 Class Counsel for attorneys' fees and expenses and payment to the Class Representative shall be  
22 filed fourteen (14) calendar days prior to the deadline in paragraph 14 for objections to be filed. All  
23 reply papers shall be filed and served at least seven (7) calendar days prior to the Settlement Fairness  
24 Hearing.

25 16. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*  
26 *legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such  
27 funds shall be distributed pursuant to the Stipulation and/or further Order(s) of the Court.

1           17.     The passage of title and ownership of the Settlement Fund to the Escrow Agent in  
2 accordance with the terms and obligations of the Stipulation is hereby approved.

3           18.     Defendants' Counsel and Class Counsel shall promptly furnish each other, and the  
4 Court, with copies of any and all objections that come into their possession.

5           19.     Pending final determination of whether the Settlement should be approved, the  
6 Plaintiff, all Class Members, and each of them, and anyone who acts or purports to act on their  
7 behalf, shall not institute, commence, maintain or prosecute, and are hereby barred and enjoined  
8 from instituting, commencing, maintaining or prosecuting, any action, directly or indirectly, in any  
9 court or tribunal that asserts Released Claims against any of the Released Parties.

10          20.     All reasonable expenses incurred in identifying and notifying Class Members, as well  
11 as administering the Settlement Fund, shall be paid as set forth in the Stipulation and herein. In the  
12 event the Settlement is not approved by the Court, or otherwise fails to become effective, neither  
13 Plaintiff nor any of his counsel shall have any obligation to repay any amounts actually and properly  
14 disbursed from the Settlement Fund, except as provided for in the Stipulation.

15          21.     If any specified condition to the Settlement set forth in the Stipulation is not satisfied  
16 and Plaintiff or Defendants elect to terminate the Settlement, then in any such event, the Stipulation,  
17 including any amendment(s) thereof, shall be null and void and of no further force or effect (except  
18 to the extent otherwise expressly provided in the Stipulation), without prejudice to any party, and  
19 may not be introduced as evidence or referred to in this Action, or any action or proceeding by any  
20 person or entity for any purpose, and each Party shall be restored to his, her or its respective position  
21 as it existed on March 23, 2023.

22          22.     The Court may adjourn or continue the Settlement Fairness Hearing without further  
23 written notice.

24          23.     The Court retains exclusive jurisdiction over the Action to consider all further matters  
25 arising out of or connected with the Settlement. The Court may approve the Settlement, with such  
26 modifications as may be agreed by the Parties, if appropriate, without further notice to the Class.

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\_\_\_\_\_  
THE HONORABLE SUNIL R. KULKARNI  
JUDGE OF THE SUPERIOR COURT

**EXHIBIT 1.A-1**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

---

IN RE MAXAR TECHNOLOGIES INC.  
SHAREHOLDER LITIGATION

---

) Case No. 19CV357070  
)  
) CLASS ACTION  
)  
) EXHIBIT 1.A-1  
)  
)

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

**TO: ALL PERSONS WHO ACQUIRED MAXAR TECHNOLOGIES INC. (“MAXAR” OR THE “COMPANY”) COMMON STOCK IN EXCHANGE FOR DIGITALGLOBE, INC. (“DIGITALGLOBE”) COMMON STOCK PURSUANT TO THE REGISTRATION STATEMENT AND PROSPECTUS (THE “OFFERING MATERIALS”) ISSUED IN CONNECTION WITH MAXAR’S OCTOBER 2017 MERGER WITH DIGITALGLOBE (“MERGER”)**

**IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) BY \_\_\_\_\_, AS DESCRIBED MORE FULLY BELOW.**

**THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

**WHY SHOULD I READ THIS NOTICE?**

This Notice is given pursuant to an order issued by the Superior Court of California, County of Santa Clara (“Court”). This Notice serves to inform you of the proposed settlement of the above-captioned class action lawsuit (“Settlement”) and the hearing (“Settlement Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation of Settlement dated May 5, 2023 (“Stipulation”), by and between Class Representative Michael McCurdy (“Class Representative” or “Plaintiff”), on behalf of himself and the Class (as defined below), and Defendants Maxar Technologies, Inc., Howard L. Lance, Anil Wirasekara, Angela Lau, Robert L. Phillips, Dennis H. Chookaszian, Lori B. Garver, Joanne O. Isham, C. Robert Kehler, Brian G. Kenning, and Eric Zahler (collectively, “Defendants”).<sup>1</sup>

**This Notice is intended to inform you about how this lawsuit and proposed Settlement may affect your rights and what steps you may take in relation to it. This Notice is NOT an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit or whether Defendants engaged in any wrongdoing.**

**WHAT IS THIS LAWSUIT ABOUT?**

**I. THE ALLEGATIONS**

Plaintiff alleges that the Offering Materials misrepresented and omitted material facts regarding Maxar’s business, including that: (1) there were significant indicators of impairment of Maxar’s assets, particularly in its Communications, SSL, and geostationary satellite communications (“GeoComm”)

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<sup>1</sup> The Stipulation can be viewed and/or downloaded at [www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com). All capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

businesses; (2) Maxar had not adequately tested for impairment; (3) GeoComm was severely impaired as of the date of the Offering Materials; (4) Maxar was not complying with IFRS accounting standards, including related to impairment testing; and (5) risks that Maxar characterized as hypothetical had already materialized at the time of the Merger. Plaintiff alleges that Defendants thus violated §§ 11, 12(a)(2), and 15 of the Securities Act of 1933.

Defendants deny all of Plaintiff's allegations and deny that there was any violation of the Securities Act.

**THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS ACTION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.**

## **II. PROCEDURAL HISTORY**

Commencing on October 21, 2019, Plaintiff filed this action against Defendants in the Superior Court of the State of California for the County of Santa Clara ("Court").

On January 31, 2020, the Court appointed Girard Sharp LLP and Hedin Hall LLP as co-lead counsel and set forth a schedule for amending and responding to the complaint. On April 30, 2020, Plaintiff filed the operative complaint ("Complaint"). On November 10, 2020, Defendants filed a demurrer to the Complaint. By order dated January 24, 2021, the Court overruled in part and sustained in part the demurrer.

Following the resolution of the demurrer, the Parties have engaged in extensive discovery. In response to Plaintiff's discovery requests, Defendants produced and Class Counsel reviewed tens of thousands of pages of documents. The Parties also engaged in numerous meet-and-confer conferences regarding discovery and several informal discovery conferences with the Court.

On March 31, 2021, the Parties participated in a mediation before Gregory P. Lindstrom of Phillips ADR. Prior to the mediation, the Parties prepared, exchanged and provided to Mr. Lindstrom detailed mediation statements and exhibits setting forth their respective positions on the merits and damages. Although the Parties negotiated in good faith, no settlement was reached and litigation continued.

On May 28, 2021, Plaintiff filed a motion for class certification. Defendants took discovery in connection with that motion, including propounding interrogatories and requests for production of documents and deposing the Class Representative. On August 5, 2021, Defendants filed a statement of non-opposition to Plaintiff's motion for class certification. On August 20, 2021, the Court issued an order certifying the Class, appointing Plaintiff Michael McCurdy as Class Representative and appointing Girard Sharp LLP and Hedin Hall LLP as Co-Lead Counsel for the Class.

On August 25, 2022, the Parties participated in a second mediation before Mr. Lindstrom and again prepared, exchanged, and provided detailed mediation statements setting forth their respective positions on the merits and damages. No settlement was reached despite the Parties negotiating in good faith.

On March 3, 2023, the Parties attended in-person a third full-day mediation with Mr. Lindstrom and the Honorable Layn Phillips (Ret.) of Phillips ADR, and the Parties exchanged comprehensive mediation statements and exhibits. Although no agreement was reached at the March 3, 2023 mediation session, negotiations continued over the following weeks through Judge Phillips and Mr. Lindstrom. Thereafter, Judge Phillips and Mr. Lindstrom presented a mediator's proposal for the monetary terms for a settlement of the Action on a class-wide basis. On March 23, 2023, the Parties accepted the mediator's proposal and thereafter

engaged in negotiations regarding the complete terms of the Settlement, which are set forth in the Stipulation and which are subject to approval by the Court.

### **HOW DO I KNOW IF I AM A CLASS MEMBER?**

If you acquired Maxar common stock in exchange for your DigitalGlobe common stock pursuant to the Offering Materials issued in connection with Maxar's October 2017 merger and acquisition of DigitalGlobe, you are a Class Member. As set forth in the Stipulation, excluded from the Class are: Defendants and their families, the officers and directors and affiliates of Defendants, 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. Also excluded from the Class are any former DigitalGlobe shareholders who entered into a release of claims in connection with the DigitalGlobe appraisal actions. *See, e.g., In re Appraisal of DigitalGlobe, Inc. Common Stock and Preferred Stock*, Consol. C.A. NO. 2017-0810 (Del. Ch.). Also excluded from the Class are those Persons who would otherwise be Class Members but who timely and validly exclude themselves therefrom.

**PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you want to be eligible to receive money from the Settlement, you must submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein, postmarked or submitted online on or before \_\_\_\_\_, 2023.

### **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

The Settlement, if approved, will result in the creation of a cash settlement fund of \$36,500,000 ("Settlement Fund"). The Settlement Fund, plus accrued interest and minus the costs of this Notice and all costs associated with the administration of the Settlement Fund, as well as attorneys' fees and expenses, and the payment to Class Representative for representing the Class, as approved by the Court ("Net Settlement Fund"), will be distributed to eligible Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

### **WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Class Members based on their respective economic losses resulting from the alleged securities law violations set forth in the Complaint.

The Claims Administrator shall determine each Class Member's share of the Net Settlement Fund based upon the recognized loss formula ("Recognized Claim") described below, which is based on the formula for measuring damages set forth in the Securities Act, 15 U.S. Code § 77k. A Recognized Claim will be calculated for each share of Maxar common stock acquired in the Merger. The calculation of a Recognized Claim will depend upon several factors, including the number of shares acquired, whether the shares were ever sold, and, if so, when they were sold and for what amounts. The Recognized Claim is not intended to estimate the amount a Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Class Members pursuant to the Settlement.

Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that Class Members send in and how many shares of Maxar common stock you acquired in exchange for DigitalGlobe common stock pursuant to the registration statement and prospectus issued in connection with Maxar's October 5, 2017 merger with DigitalGlobe, and whether you sold any of those shares and, if so, when and at what price you sold them.

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants—in other words, it is the basis upon which the Net Settlement Fund will be proportionately allocated to Class Members. If any of the formulas set forth below yield an amount less than \$0.00, the claim per share is \$0.00.

Based on the formula stated below, a Recognized Claim will be calculated for each allocation listed on the Proof of Claim and Release form for which adequate documentation is provided. If a Recognized Claim calculates to a negative number or zero under the formula below, the Recognized Claim will be zero.

Amount Paid for the issuance of Maxar Common Stock on October 5, 2017, the date of the Merger:	\$53.96 per share
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Closing price on the date the lawsuit was filed: <sup>2</sup>	\$8.12 per share
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For shares of Maxar common stock acquired in exchange for DigitalGlobe common stock pursuant to the registration statement and prospectus issued in connection with Maxar's October 5, 2017 merger with DigitalGlobe, and

- 1) sold prior to or on October 21, 2019, the claim per share is \$53.96 minus the price at which the shares were sold;
- 2) retained, or sold, on or after October 22, 2019, the claim per share is the lesser of: (i) \$45.78 (\$53.96 minus \$8.12); or (ii) the \$53.96 minus the price at which the shares were sold.

Any sale of Maxar common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. All sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise, or operation of law of Maxar common stock shall not be deemed an acquisition or sale of Maxar common stock for the calculation of a claimant's Recognized Claim nor shall it be deemed an assignment of any claim relating to the acquisition of such share unless specifically provided in the instrument of gift or assignment. The receipt of Maxar common stock in exchange for securities of any corporation or entity other than DigitalGlobe shall not be deemed an acquisition of Maxar common stock.

The total of all profits shall be subtracted from the total of all losses from transactions during the relevant period to determine if a Class Member has a Recognized Claim. Only if a Class Member had a net market loss, after all profits from transactions in Maxar common stock during the relevant period are subtracted from all losses, will such Class Member be eligible to receive a distribution from the Net Settlement Fund.

If an Authorized Claimant has an overall market gain, the Recognized Claim for that Authorized Claimant will be \$0.00. If an Authorized Claimant has an overall market loss, that Authorized Claimant's Recognized Claim will be limited to the amount of overall market loss. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Claim as compared to the total Recognized Claims of all Authorized Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

Distributions will be made to Authorized Claimants after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved. If there is any balance remaining in the Net Settlement Fund after at least six (6) months from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Class Members. Thereafter, subject to distribution to state entities, as

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<sup>2</sup> Since Plaintiff's complaint was filed after market hours on October 21, 2019, shareholders who held Maxar Common Stock and sold on October 21, 2019 are eligible to recoup the difference between the amount paid per share on October 5, 2017 and the sale price of the security during October 21, 2019. However, beginning October 22, 2019, if an investor sold at a price lower than the value of Maxar Common Stock on October 22, 2019, then their damages are limited to the amount paid per issued share minus the value of Maxar Common Stock on October 22, 2019 (\$8.12 per share).

required by California Code of Civil Procedure § 384(b)(3), any balance that still remains in the Net Settlement Fund shall be donated to the Legal Aid Society of Santa Clara County.

Please contact the Claims Administrator or Class Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are dissatisfied with the determinations, you may ask Class Counsel to request that the Court, which retains jurisdiction over all Class Members and the claims administration process, decide the issue. The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against Class Representative, Class Counsel, the Claims Administrator, any other Person designated by Class Counsel, or any of the Released Parties or Defendants' Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

### **DO I NEED TO CONTACT CLASS COUNSEL IN ORDER TO PARTICIPATE IN DISTRIBUTION OF THE SETTLEMENT FUND?**

No. If you have received this Notice and timely submit your Proof of Claim to the designated address, you need not contact Class Counsel. If your address changes, please contact the Claims Administrator at:

*Maxar Securities Settlement*  
c/o A.B. Data, Ltd.  
P.O. Box 173131  
Milwaukee, WI 53217  
Telephone: (877) 888-9470  
[www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com)

### **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation is terminated, the Action will proceed as if the Stipulation had not been entered into.

### **WHAT ARE THE REASONS FOR SETTLEMENT?**

The Settlement was reached after highly contested litigation and motion practice directed to the sufficiency of Class Representative's claims and whether the proposed Class could be certified. The Parties conducted extensive document discovery. Nevertheless, the Court has not reached any final decisions in connection with Class Representative's claims against Defendants. Instead, Class Representative and Defendants have agreed to this Settlement, which was reached with the substantial assistance of Hon. Layn Phillips, a highly respected former judge with extensive experience in the mediation of complex class actions, and Gregory P. Lindstrom, a highly respected mediator who also has extensive experience in the mediation of complex class actions. In reaching the Settlement, the Parties have avoided the cost, delay and uncertainty of further litigation, as detailed below.

As in any litigation, Class Representative and the Class would face an uncertain outcome if they did not agree to the Settlement. The Parties expected that the case could continue for a lengthy period of time and that, even if Class Representative were to have succeeded, Defendants would file appeals that would postpone final resolution of the case. Continuation of the Action against Defendants could also result in no recovery at all or a judgment that is less than the amount of the Settlement. Conversely, with regard to Defendants,

continuing the case could result in a judgment in an amount greater than this Settlement. Accordingly, both Class Representative and Defendants have determined that Settlement on the terms set forth in the Stipulation is in their best interests in light of the facts and procedural posture of the Action and the uncertainty of continued litigation.

Class Representative and Class Counsel believe that the proposed Settlement is fair and reasonable to the members of the Class. If the Settlement is approved, the Class will receive a certain and immediate monetary recovery. Additionally, Class Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay and uncertainty of continued litigation, are a favorable result for the Class.

### **WHO REPRESENTS THE CLASS?**

The following attorneys are counsel for the Class:

Daniel C. Girard (SBN 114826)  
dgirard@girardsharp.com  
Adam E. Polk (SBN 273000)  
apolk@girardsharp.com  
Tom Watts (SBN 308853)  
tomw@girardsharp.com  
**GIRARD SHARP LLP**  
601 California Street, Suite 1400  
San Francisco, CA 94108  
Telephone: (415) 981-4800  
Facsimile: (415) 981-4846

David W. Hall (SBN 274921)  
dhall@hedinhall.com  
Armen Zohrabian (SBN 230492)  
azohrabian@hedinhall.com  
**HEDIN HALL LLP**  
Four Embarcadero Center, Suite 1400  
San Francisco, CA 94104  
Telephone: (415) 766-3534  
Facsimile: (415) 402-0058

If you have any questions about the Action, or the Settlement, you may consult with Class Counsel by contacting counsel at the phone numbers listed above.

You may obtain a copy of the Stipulation by contacting the Claims Administrator at:

*Maxar Securities Settlement*  
c/o A.B. Data, Ltd.  
P.O. Box 173131  
Milwaukee, WI 53217  
Email: [info@MaxarSecuritiesSettlement.com](mailto:info@MaxarSecuritiesSettlement.com)  
Telephone: (877) 888-9470  
[www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com)

### **HOW WILL THE PLAINTIFF'S LAWYERS BE PAID?**

Class Counsel will file a motion for an award of attorneys' fees and expenses on behalf of all Class Counsel that will be considered at the Settlement Fairness Hearing. Class Counsel will apply for an attorneys' fee and expense award for Class Counsel in the amount of up to 35% of the Settlement Fund (or \$12,775,000), plus payment of Class Counsel's expenses incurred in connection with this Action in an amount not to exceed \$600,000. In addition, Class Representative may seek a payment of up to \$10,000 for his efforts in representing the Class, and Notice and Administration Expenses are estimated to be \$500,000. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Class Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. The fees requested will compensate Class Counsel for their work in prosecuting the Action and achieving the

Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Class Counsel.

### **CAN I EXCLUDE MYSELF (OPT OUT) FROM THE SETTLEMENT?**

Yes. If you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself from, or “opting out” of, the Class. If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

To exclude yourself from the Class, you must send a signed letter by mail saying that you want to be excluded from the Class in the following Action: *In re Maxar Technologies Inc. Shareholder Litigation*, Case No. 19CV357070 (Cal. Super. Ct., Santa Clara County). Please include your name, address, telephone number, signature, and the number of shares of Maxar common stock that you acquired in the Merger with DigitalGlobe. Your exclusion request must be **postmarked no later than** \_\_\_\_\_, and sent to the Claims Administrator at:

*Maxar Securities Settlement*  
c/o A.B. Data, Ltd.  
EXCLUSIONS  
P.O. Box 173131  
Milwaukee, WI 53217

You cannot exclude yourself by phone or by email. If you make a proper request for exclusion, you will not receive a settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

### **CAN I OBJECT TO THE SETTLEMENT?**

Yes. If you are a Class Member, you may object to any or all of the following: the terms of the Settlement, the requested attorneys’ fees, costs and expenses, Class Representative’s request for payment for representing the Class, and/or the Plan of Allocation. You can either submit a written objection or you can attend the Settlement Fairness Hearing to make an oral objection.

In order for any written objection to be considered, it must (a) clearly identify the case name and number (*In re Maxar Technologies Inc. Shareholder Litigation*, Case No. No. 19CV357070) and include proof of Class membership; (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, CA 95113, or by filing in person at the same location; (c) also be mailed to Class Counsel and Defendants’ Counsel listed below; and (d) be filed or postmarked **on or before** \_\_\_\_\_, **2023**.

Class Counsel’s addresses are Girard Sharp LLP, 601 California Street, Suite 1400, San Francisco, CA 94108, c/o Adam E. Polk, and Hedin Hall LLP, Four Embarcadero Center, Suite 1400, San Francisco, CA 94104, c/o David W. Hall; Defendants’ Counsel’s address is O’Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, CA 90071, c/o Matthew W. Close.

If you submit a written objection, attendance at the Settlement Fairness Hearing is not necessary.

You can also make an oral objection by appearing at the Settlement Fairness Hearing. You do not have to file a written objection in order to appear at the Settlement Fairness Hearing for the purpose of presenting an oral objection.

### **WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF FROM THE SETTLEMENT?**

Objecting is telling the Court that you do not like something about the proposed Settlement, the Plan of Allocation, Class Counsel's request for an award of attorneys' fees and expenses, and/or Class Representative's request for payment for representing the Class. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer applies to you.

### **WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?**

If you are a Class Member and you do not exclude yourself from the Class, you may receive the benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon approval by the Court.

### **HOW CAN I GET A PAYMENT?**

In order to qualify for a payment, you must timely complete and return the Proof of Claim that accompanies this Notice. A Proof of Claim is enclosed with this Notice and also may be downloaded at [www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com). Read the instructions carefully; fill out the Proof of Claim; sign it; include the required documentation; and mail or submit it online so that it is **postmarked (if mailed) or received (if submitted online) no later than \_\_\_\_\_**. The Proof of Claim may be submitted online at [www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com). If you do not submit a timely Proof of Claim with all of the required information, you will not receive a payment from the Settlement Fund; however, unless you expressly exclude yourself from the Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them.

### **WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes Final pursuant to the terms of the Stipulation, all Class Members shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all of the Released Parties from all Released Claims.

"Released Claims" means all claims and causes of action of every nature and description, including "Unknown Claims," that were or could have been alleged in the Action, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, common, or foreign law, or any other law, rule, or regulation, whether class or individual in nature, based on, arising out of, in connection with, or reasonably related to: (i) the purchase or acquisition of Maxar common stock pursuant to the Offering Materials issued in connection with Maxar's October 2017 merger and acquisition of DigitalGlobe; or (ii) the allegations, acts, facts, matters, occurrences, disclosures, filings, representations, statements or omissions that were or could have been alleged by Plaintiff and other members of the Class in the Action. "Released Claims" also includes any and all claims arising out of, relating to, or in connection with the Settlement or resolution of the Action against the Released Parties (including Unknown Claims), except claims to enforce any of the terms of this Stipulation. For the avoidance of doubt, "Released Claims" does not include any claims brought under the federal securities laws against Maxar that are unrelated to the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations, misrepresentations, or omissions involved, set forth, alleged, or referred to, in this Action.

**THE ABOVE DESCRIPTION OF THE PROPOSED SETTLEMENT AND RELEASES IS ONLY A SUMMARY.** The complete terms, including the definitions of "Released Parties" and "Unknown Claims" as used in the preceding paragraph, are set forth in the Stipulation (including its exhibits), which may be obtained at [www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com), or by contacting Class Counsel listed on Page 6 above.

### **THE SETTLEMENT FAIRNESS HEARING**

The Court will hold a Settlement Fairness Hearing on \_\_\_\_\_, at 1:30 p.m., before the Honorable Sunil R. Kulkarni at the Superior Court of California, County of Santa Clara, Department 1, 191 North First Street, San Jose, CA 95113, for the purpose of determining whether: (1) the Settlement as set forth in the Stipulation should be approved by the Court as fair, reasonable and adequate; (2) Judgment as provided under the Stipulation should be entered; (3) to award Class Counsel attorneys' fees and expenses out of the Settlement Fund and, if so, in what amount; (4) to pay the Class Representative out of the Settlement Fund for his efforts in representing the Class and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to members of the Class.

Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the foregoing matters.

Unless otherwise directed by the Court, any Class Member who does not make his, her or its objection in the manner provided herein shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection shall be barred.

You may (but are not required to) hire an attorney at your own expense to represent you for purposes of objecting. If you do, your attorney must serve a notice of appearance on counsel and file it with the Court, at the addresses listed on Page 7, by no later than \_\_\_\_\_.

Hearings before the judge overseeing this case are again being conducted in person. However, remote appearances are still permitted, and are offered with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the Settlement Fairness Hearing, Class Members who wish to appear at the Settlement Fairness Hearing remotely should contact Class Counsel to arrange an appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting Class Member will be paid by Class Counsel.

### **HOW DO I OBTAIN ADDITIONAL INFORMATION?**

This Notice contains only a summary of the terms of the proposed Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Stipulation, which is available at the settlement website, [www.maxarsecuritiessettlement.com](http://www.maxarsecuritiessettlement.com), and is also on file with the Clerk of the Court. The pleadings and other records in this Action, including the Stipulation, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at [www.sccourt.org](http://www.sccourt.org), or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, CA 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures. In addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim and proposed Judgment may be obtained by contacting the Claims Administrator at \_\_\_\_\_ or:

*Maxar Securities Settlement*  
c/o A.B. Data, Ltd.  
P.O. Box 173131  
Milwaukee, WI 53217

In addition, you may contact Adam E. Polk, Girard Sharp LLP, 601 California Street, Suite 1400, San Francisco, CA 94108, 1-800-981-4800, if you have any questions about the Action or the Settlement.

**PLEASE DO NOT WRITE TO OR TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS.**

**SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

If you hold any Maxar common stock acquired in the Merger between Maxar and DigitalGlobe, as a nominee for a beneficial owner, then, within fourteen (14) business days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator at \_\_\_\_\_ or:

*Maxar Securities Settlement*  
c/o A.B. Data, Ltd.  
P.O. Box 173131  
Milwaukee, WI 53217

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: \_\_\_\_\_, 2023

BY ORDER OF THE SUPERIOR COURT OF  
CALIFORNIA, COUNTY OF SANTA CLARA

**EXHIBIT 1.A-2**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

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IN RE MAXAR TECHNOLOGIES INC.  
SHAREHOLDER LITIGATION

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) Case No. 19CV357070  
)  
) CLASS ACTION  
)  
) EXHIBIT 1.A-2  
)

**PROOF OF CLAIM AND RELEASE**

**I. GENERAL INSTRUCTIONS**

1. To recover as a Class Member based on the claims in the action entitled *In re Maxar Technologies Inc. Shareholder Litigation*, Case No. 19CV357070 (“Action”),<sup>1</sup> you must complete and, on pages 6 and 7 hereof, sign this Proof of Claim. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement of the Action.

3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, ON OR BEFORE \_\_\_\_\_, ADDRESSED AS FOLLOWS:**

*Maxar Securities Settlement*  
c/o A.B. Data Ltd.  
P.O. Box 173131  
Milwaukee, WI 53217

Online Submissions: [www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com)

If you are NOT a Class Member, as defined in the Notice of Proposed Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim.

4. If you are a Class Member and you do not timely request exclusion, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

**II. CLAIMANT IDENTIFICATION**

You are a Class Member if you acquired shares of Maxar Technologies LTD (“Maxar” or the “Company”) common stock pursuant to the registration statement and prospectus (“the Offering Materials”) issued in connection with Maxar’s October 2017 merger with and acquisition of DigitalGlobe, Inc. (“DigitalGlobe”) (the “Merger”).<sup>2</sup>

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<sup>1</sup> This Proof of Claim and Release (“Proof of Claim”) incorporates by reference the definitions in the Stipulation of Settlement (“Stipulation”), which can be obtained at [www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com).

<sup>2</sup> As set forth in the Stipulation, excluded from the Class are: Defendants and their families, the officers and directors and affiliates of Defendants, at all relevant times, members of their immediate families and their legal

Use Part I of this form entitled “Claimant Identification” to identify each acquirer of record (“nominee”) of the Maxar common stock that forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH ACQUIRER(S) OF THE MAXAR COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

All joint acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The last four digits of the Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

If you are acting in a representative capacity on behalf of a Class Member (for example as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents. By signing the Proof of Claim, you will be swearing that you are expressly authorized to act on behalf of the owner of the shares.

**One claim should be submitted for each separate legal entity.** Separate Proofs of Claim should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual’s name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity on one Proof of Claim, no matter how many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Proof of Claim).

### **III. CLAIM FORM**

Use Part II of this form entitled “Schedule of Transactions in Maxar Common Stock” to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to ***all*** of your acquisitions of Maxar common stock that you received in the Merger and ***all*** of your sales of Maxar common stock on or after October 5, 2017, through the present, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to the number of shares of Maxar common stock you held at the close of trading on October 5, 2017. Failure to report all such transactions may result in the rejection of your claim. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

**COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN MAXAR COMMON STOCK SHOULD BE ATTACHED TO YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

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representatives, heirs, successors or assigns and any entity in which Defendants have or had a controlling interest. Also excluded from the Class are any former DigitalGlobe shareholders who entered into a release of claims in connection with the DigitalGlobe appraisal actions. *See, e.g., In re Appraisal of DigitalGlobe, Inc. Common Stock and Preferred Stock*, Consol. C.A. N0. 2017-0810 (Del. Ch.).

**PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. If the prorated payments to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

If you have any questions concerning the Proof of Claim, or need additional copies of the Proof of Claim or the Notice, you may contact the Claims Administrator, A.B. Data, Ltd., at the address on the first page on the Proof of Claim, by email at [info@MaxarSecuritiesSettlement.com](mailto:info@MaxarSecuritiesSettlement.com), or by toll-free phone at (877) 888-9470, or you can visit the website, [www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com), where copies of this Proof of Claim and Release, and the Notice, are available for downloading.

**NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All such claimants **MUST** also submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must contact the Claims Administrator at \_\_\_\_\_ to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

*In re Maxar Technologies Inc. Shareholder Litigation*

Lead Case No. 19CV357070

**PROOF OF CLAIM AND RELEASE**

Please Type or Print in the Boxes Below

Do NOT use Red Ink, Highlighter, Pencil, or Staples

Beneficial Owner's Name (as it appears on your brokerage statement)

Joint Beneficial Owner's Name (as it appears on your brokerage statement)

Entity Name (if claimant is not an individual):

Last 4 digits of Social Security Number  
or Taxpayer Identification Number

Street Address

City

State/Province

ZIP Code

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

Foreign Postal Code (if applicable)

Foreign Country (if applicable)

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Telephone Number (Day)

Telephone Number (Evening)

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Email Address (email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim)

**REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN MAXAR COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

**PART II: SCHEDULE OF TRANSACTIONS IN MAXAR COMMON STOCK**

1. State the total number of Maxar common stock shares acquired in exchange for DigitalGlobe common stock pursuant to the registration statement and prospectus issued in connection with Maxar's October 5, 2017 merger with DigitalGlobe (must be documented):

--

2. Separately list each sale of Maxar common stock beginning on October 5, 2017 through the date of claim filing (must be documented):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Sold	Sale Price Per Share	Total Amount of Sale (excluding commissions, taxes, and other fees)	Proof of Sale Enclosed
				Y   N
				Y   N
				Y   N
				Y   N
				Y   N

**IF YOU NEED ADDITIONAL SPACE, ATTACH THE REQUIRED INFORMATION ON SEPARATE, NUMBERED SHEETS IN THE SAME FORMAT AS ABOVE AND PRINT YOUR NAME AND LAST AT THE TOP OF EACH ADDITIONAL SHEET.**

**YOU MUST READ AND SIGN THE RELEASE ON PAGES 6 AND 7. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

**IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the Superior Court of the State of California, County of Santa Clara, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same acquisitions or sales of Maxar common stock during the relevant period and know of no other person having done so on my (our) behalf.

**V. RELEASE**

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the “Released Parties,” defined as Defendants and each and all of their Related Parties, as defined in the Stipulation.

2. “Released Claims” means all claims and causes of action of every nature and description, including “Unknown Claims” as defined in the Stipulation, that were or could have been alleged in the Action, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, common, or foreign law, or any other law, rule, or regulation, whether class or individual in nature, based on, arising out of, in connection with, or reasonably related to: (i) the purchase or acquisition of Maxar common stock pursuant to the Offering Materials issued in connection with Maxar’s October 2017 merger and acquisition of DigitalGlobe; or (ii) the allegations, acts, facts, matters, occurrences, disclosures, filings, representations, statements or omissions that were or could have been alleged by Plaintiff and other members of the Class in the Action. “Released Claims” also includes any and all claims arising out of, relating to, or in connection with the Settlement or resolution of the Action against the Released Parties (including Unknown Claims), except claims to enforce any of the terms of this Stipulation. For the avoidance of doubt, “Released Claims” does not include any claims brought under the federal securities laws against Maxar that are unrelated to the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations, misrepresentations, or omissions involved, set forth, alleged, or referred to, in this Action. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

3. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Maxar common stock that occurred during the relevant period as well as the number of shares held by me (us) at the close of trading on October 5, 2017.

4. I (We) declare under penalty of perjury under the laws of the State of California that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
(Month/Year) (City/State/Country)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, *e.g.*,  
Beneficial Acquirer, Executor or Administrator)

\_\_\_\_\_  
(Capacity of person(s) signing, *e.g.*,  
Beneficial Acquirer, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. If this claim is being made on behalf of Joint Claimants, both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. Do not send originals of certificates or other documentation as they will not be returned.
5. Keep a copy of your Proof of Claim and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN \_\_\_\_\_, ADDRESSED AS FOLLOWS:**

*Maxar Securities Settlement*  
c/o A.B. Data Ltd.  
P.O. Box 173131  
Milwaukee, WI 53217

Online submissions: [www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com)

**EXHIBIT 1.A-3**

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Adam E. Polk (SBN 273000)  
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**HEDIN HALL LLP**

Four Embarcadero Center, Suite 1400  
San Francisco, CA 94104  
Telephone: (415) 766-3534  
Facsimile: (415) 402-0058

*Co-Lead Counsel for Plaintiff and the Putative Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA**

IN RE MAXAR TECHNOLOGIES INC. SHAREHOLDER LITIGATION	)	Case No. 19CV357070
	)	
	)	<u>CLASS ACTION</u>
	)	
	)	<b>SUMMARY NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION</b>
This Document Relates To:	)	
ALL ACTIONS	)	EXHIBIT 1.A-3
	)	
	)	Judge: Hon. Sunil R. Kulkarni
	)	Dept: 1
	)	Date Action Filed: October 21, 2019
	)	
	)	

1 **TO: ALL PERSONS WHO ACQUIRED MAXAR TECHNOLOGIES INC. (“MAXAR”**  
2 **OR THE “COMPANY”) COMMON STOCK IN EXCHANGE FOR**  
3 **DIGITALGLOBE, INC. (“DIGITALGLOBE”) COMMON STOCK PURSUANT TO**  
4 **THE REGISTRATION STATEMENT AND PROSPECTUS ISSUED IN**  
5 **CONNECTION WITH MAXAR’S OCTOBER 2017 MERGER WITH**  
6 **DIGITALGLOBE**

7 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**  
8 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

9 YOU ARE HEREBY NOTIFIED that a hearing will be held on \_\_\_\_\_, at 1:30 p.m., before  
10 the Honorable Sunil R. Kulkarni at the Superior Court of California, County of Santa Clara,  
11 Department 1, 191 North First Street, San Jose, CA 95113, to determine whether: (1) the proposed  
12 settlement (“Settlement”) of the above-captioned action as set forth in the Stipulation of Settlement  
13 (“Stipulation”)<sup>1</sup> for \$36,500,000 in cash should be approved by the Court as fair, reasonable and  
14 adequate; (2) the Judgment as provided under the Stipulation should be entered; (3) to award Class  
15 Counsel attorneys’ fees and expenses out of the Settlement Fund (as defined in the Notice of  
16 Proposed Settlement of Class Action (“Notice”), which is discussed below) and, if so, in what  
17 amount; (4) to pay Class Representative out of the Settlement Fund for representing the Class and,  
18 if so, in what amount; and (5) the Plan of Allocation should be approved by the Court as fair,  
19 reasonable, and adequate.

20 This Action is a securities class action brought on behalf of those persons who acquired  
21 Maxar common stock pursuant to the registration statement and prospectus (“Offering Materials”)  
22 issued in connection with Maxar’s October 2017 merger with and acquisition of DigitalGlobe,  
23 against Maxar and certain of its officers and directors (collectively, “Defendants”) for, among other  
24 things, allegedly misstating and omitting material facts from the registration statement and  
25 prospectus filed in connection with the Merger. Plaintiff alleges that these purportedly false and  
26 misleading statements resulted in damage to Class Members. Defendants deny all of Plaintiff’s  
27 allegations and deny that there was any violation of the securities laws.

28 \_\_\_\_\_  
<sup>1</sup> The Stipulation can be viewed and/or obtained at [www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com).

**IF YOU ACQUIRED MAXAR COMMON STOCK IN THE MERGER WITH DIGITALGLOBE, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS ACTION.**

To share in the distribution of the Settlement Fund, you must establish your rights by submitting a Proof of Claim and Release form (“Proof of Claim”) by mail (**postmarked no later than \_\_\_\_\_, 2023**) or electronically (**no later than \_\_\_\_\_, 2023**). Your failure to timely submit your Proof of Claim will subject your claim to rejection and preclude your receiving any of the recovery in connection with the Settlement of this Action. If you are a member of the Class and do not request exclusion therefrom, you will be bound by the Settlement and any judgment and release entered in the Action, whether or not you submit a Proof of Claim. If you have not received a copy of the Notice, which more completely describes the Settlement and your rights thereunder (including your right to object to the Settlement), and a Proof of Claim, you may obtain these documents, as well as a copy of the Stipulation (which, among other things, contains definitions for the defined terms used in this Summary Notice) and other settlement documents, online at [www.MaxarSecuritiesSettlement.com](http://www.MaxarSecuritiesSettlement.com), or by writing to:

*Maxar Securities Settlement*  
c/o A.B. Data, Ltd.  
P.O. Box 173131  
Milwaukee, WI 53217

Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

Inquiries, other than requests for the Notice or for a Proof of Claim, may be made to Class

**Counsel:**

**ADAM E. POLK**  
**GIRARD SHARP LLP**  
601 California Street, Suite 1400  
San Francisco, CA 94108  
Telephone: (415) 981-4800  
Facsimile: (415) 981-4846

**DAVID W. HALL**  
**HEDIN HALL LLP**  
 Four Embarcadero Center, Suite 1400  
 San Francisco, CA 94104

Telephone: (415) 766-3534  
Facsimile: (415) 402-0058

If you wish to be excluded from the Class, you must submit a request for exclusion such that it is **postmarked by** \_\_\_\_\_, **2023**, in the manner and form explained in the Notice. All members of the Class who have not requested exclusion from the Class will be bound by the Settlement, even if they do not submit a timely Proof of Claim.

If you are a Class Member, you have the right to object to the Settlement, the Plan of Allocation, the Request by Class Counsel for an award of attorneys' fees of up to 35% of the Settlement Fund (or \$12,775,000) and expenses not to exceed \$600,000, and/or for payment to the Class Representative not to exceed \$10,000 for representing the Class. Any written objections must be filed with the Court and sent to Class Counsel and Defendants' counsel by \_\_\_\_\_, **2023**, in the manner and form explained in the Notice. You may also make an oral objection at the Settlement Fairness Hearing without submitting a written objection.

DATED: \_\_\_\_\_

BY ORDER OF THE SUPERIOR COURT OF  
CALIFORNIA, COUNTY OF SANTA CLARA

## EXHIBIT 1.B

1 Daniel C. Girard (SBN 114826)  
dgirard@girardsharp.com

2 Adam E. Polk (SBN 273000)  
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3 Tom Watts (SBN 308853)  
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San Francisco, CA 94104  
12 Telephone: (415) 766-3534  
13 Facsimile: (415) 402-0058

14 *Co-Lead Counsel for Plaintiff and the Class*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **COUNTY OF SANTA CLARA**

18	_____	)	Case No. 19CV357070
19	IN RE MAXAR TECHNOLOGIES INC.	)	
20	SHAREHOLDER LITIGATION	)	<u>CLASS ACTION</u>
21	_____	)	<b>[PROPOSED] JUDGMENT AND ORDER</b>
22	This Document Relates To:	)	<b>GRANTING FINAL APPROVAL OF</b>
23	ALL ACTIONS	)	<b>CLASS ACTION SETTLEMENT</b>
24		)	EXHIBIT 1.B
25		)	Judge: Hon. Sunil R. Kulkarni
26		)	Dept: 1
27		)	Date Action Filed: October 21, 2019
28	_____	)	

[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT

1 WHEREAS, the Court is advised that the Parties, through their counsel, have agreed, subject  
2 to Court approval following notice to the Class and a hearing, to settle this Action upon the terms and  
3 conditions set forth in the Stipulation of Settlement dated May 5, 2023 (the “Stipulation” or  
4 “Settlement”); and

5 WHEREAS, on \_\_\_\_\_, 2023, the Court entered its Order Preliminary Approving Settlement  
6 and Providing for Notice, which preliminarily approved the Settlement, and approved the form and  
7 manner of notice to the Class of Settlement, and said notice has been made, and the fairness hearing  
8 having been held; and

9 NOW, THEREFORE, based upon the Stipulation and all of the filings, records, and  
10 proceedings herein, and it appearing to the Court upon examination that the Settlement set forth in  
11 the Stipulation is fair, reasonable, and adequate, and upon a Settlement Fairness Hearing having been  
12 held after notice to the Class of the Settlement to determine if the Settlement is fair, reasonable, and  
13 adequate, and that Judgment should be entered in this Action;

14 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

15 A. The provisions of the Stipulation, including definitions of the terms used therein, are  
16 hereby incorporated by reference as though fully set forth herein.

17 B. This Court has jurisdiction of the subject matter of this Action and over all of the  
18 Parties and all Class Members for purposes of the Settlement.

19 C. The form, content, and method of dissemination of notice given to the Class was  
20 adequate and reasonable and constituted the best notice practicable under the circumstances,  
21 including individual notice to all Class Members who could be identified through reasonable effort.

22 D. Notice, as given, complied with the requirements of California law, satisfied the  
23 requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

24 E. The Settlement, as set forth in the Stipulation, is fair, reasonable, and adequate:

25 (i) The Settlement was negotiated at arm’s length by the Class Representative on  
26 behalf of the Class and by Defendants. The case settled only after, among other things: (a) multiple  
27 mediations conducted by experienced mediators who were familiar with this Action; (b) the exchange  
28

1 between the Plaintiff and Defendants of detailed mediation statements and exhibits prior to the  
2 mediations which highlighted the factual and legal issues in dispute; (c) follow-up negotiations  
3 between the Class Representative and Defendants with the assistance of the mediators; (d) Class  
4 Counsel's extensive investigation, which included, among other things, a review of Maxar's press  
5 releases, U.S. Securities and Exchange Commission filings, analyst reports, media reports, and other  
6 publicly disclosed reports and information relevant to the claims and defenses; (e) the drafting and  
7 submission of detailed complaints; (f) extensive motion practice; (g) significant formal discovery,  
8 including the review and analysis of hundreds of thousands of pages of non-public documents  
9 produced by Defendants and third parties and the taking and defending of numerous depositions of  
10 relevant witnesses; and (h) resolution of Class Representative's motion for class certification.  
11 Accordingly, both the Class Representative and the Defendants were well-positioned to evaluate the  
12 settlement value of this Action. The Stipulation has been entered into in good faith and is not  
13 collusive.

14 (ii) If the Settlement had not been achieved, both Class Representative and  
15 Defendants faced the expense, risk, and uncertainty of extended litigation. The Court takes no position  
16 on the merits of either Class Representative's or Defendants' arguments but notes these arguments as  
17 evidence in support of the reasonableness of the Settlement.

18 F. Class Representative and Class Counsel have fairly and adequately represented the  
19 interest of the Class Members in connection with the Settlement.

20 G. Class Representative, all Class Members, and Defendants are hereby bound by the  
21 terms of the Settlement set forth in the Stipulation.

22 **IT IS HEREBY ORDERED THAT:**

23 1. The Settlement on the terms set forth in the Stipulation is finally approved as fair,  
24 reasonable, and adequate. The Settlement shall be consummated in accordance with the terms and  
25 provisions of the Stipulation. The Parties are to bear their own costs, except as otherwise provided in  
26 the Stipulation and this Judgment.

1           2.       All Released Parties as defined in the Stipulation are released in accordance with, and  
2 as defined in, the Stipulation.

3           3.       Upon the Effective Date, Class Representative and each Class Member shall be  
4 deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released,  
5 relinquished, and discharged all Released Claims against the Released Parties, whether or not such  
6 Class Member executes and delivers a Proof of Claim and Release.

7           4.       Upon the Effective Date, each of the Released Parties shall be deemed to have, and by  
8 operation of this Judgment shall have, fully, finally, and forever released, relinquished, and  
9 discharged all Released Defendants' Claims against the Class Representative, Class Counsel, and  
10 each and all of the Class Members. No Class Member or any other person will have any claims against  
11 Plaintiff, Class Counsel, any person designated by Class Counsel, or the Claims Administrator arising  
12 from or relating to the Settlement, the Action, or the determinations or distributions made  
13 substantially in accordance with the Settlement or Orders of the Court, including this Judgment and  
14 Order.

15          5.       All Class Members who have not objected to the Settlement in the manner provided  
16 in the Notice of Proposed Settlement of Class Action ("Notice") are deemed to have waived any  
17 objections by appeal, collateral attack, or otherwise.

18          6.       All Class Members who have failed to properly submit requests for exclusion (requests  
19 to opt out) from the Class are bound by the terms and conditions of the Stipulation and this Judgment.

20          7.       The requests for exclusion by the persons or entities identified in Exhibit A to this  
21 Judgment are accepted by the Court.

22          8.       All other provisions of the Stipulation are incorporated into this Judgment as if fully  
23 rewritten herein.

24          9.       Class Representative and all Class Members are hereby barred and enjoined from  
25 instituting, commencing, maintaining, or prosecuting in any court or tribunal any of the Released  
26 Claims against any of the Released Parties.

10. Neither the Stipulation nor the Settlement, nor any act performed, or document executed pursuant to or in furtherance of the Stipulation or the Settlement:

(a) Shall be offered or received against Defendants as evidence of, or evidence in support of, a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; however, Defendants may refer to it to effectuate the liability protection granted them hereunder;

(b) Shall be construed as or received in evidence as an admission, concession, or presumption against Class Representative or any of the Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable in this Action would have exceeded the Settlement Fund; and

(c) Notwithstanding the foregoing, Defendants, Class Representative, Class Members, and/or the Released Parties may file the Stipulation and/or this Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or preclusion or similar defense or counterclaim.

11. The Court hereby finds and concludes that due and adequate notice was directed to all Persons and entities who are Class Members advising them of the Plan of Allocation and of their right to object thereto, and a full and fair opportunity was accorded to all Persons and entities who are Class Members to be heard with respect to the Plan of Allocation.

12. The Court hereby finds and concludes that the formula for the calculation of the claims of Authorized Claimants, which is set forth in the Notice sent to Class Members, provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund established by the Stipulation among Class Members, with due consideration having been given to administrative convenience and necessity.

1           13.     In the event that the Stipulation is terminated in accordance with its terms: (i) this  
2 Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) this Action shall  
3 proceed as provided in the Stipulation.

4           14.     Without affecting the finality of this Judgment in any way, this Court retains  
5 continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of  
6 the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c)  
7 hearing and determining applications for attorneys' fees, interest, and expenses in the Action; and (d)  
8 all Parties hereto for the purpose of construing, enforcing, and administering the Stipulation.

9  
10 DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE SUNIL R. KULKARNI  
JUDGE OF THE SUPERIOR COURT