UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE

In the Matter of **The Boeing Company**	**Case No.** 26-02

ORDER

The Office of Antiboycott Compliance, Bureau of Industry and Security, United States Department of Commerce ("BIS") has notified The Boeing Company ("Boeing"),[1] of its intention to initiate an administrative proceeding pursuant to Section 766.3 of the Export Administration Regulations ("EAR" or the "Regulations"),[2] against Boeing through the issuance of a Proposed Charging Letter to Boeing (a copy of which is attached hereto and incorporated by reference)[3] that alleges that Boeing committed two violations of the Regulations.

WHEREAS, BIS and Boeing have entered into a Settlement Agreement pursuant to

[1] As set forth in the Proposed Charging Letter, Boeing is a U.S. person, specifically, a domestic concern, under part 760 of the EAR. See Section 760.1 (Definitions).

[2] The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. parts 730–774 (2025). On August 13, 2018, the President signed into law the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which includes the Export Control Reform Act of 2018, 50 U.S.C. §§ 4801–4852 ("ECRA"). The Anti-Boycott Act of 2018 is codified as Subchapter II of ECRA. The substantive antiboycott provisions of the EAR are set forth in part 760 of the EAR. Recordkeeping requirements related to part 760 are set forth in part 762 of the EAR.

[3] The violations alleged occurred during the year 2019. The Regulations governing the violations at issue are found in the 2019 version of the Code of Federal Regulations (15 C.F.R. parts 730–774 (2019)). The 2025 Regulations govern the procedural aspects of this matter.

Section 766.18(a) of the Regulations, whereby they have agreed to settle this matter in accordance with the terms and conditions set forth therein;

WHEREAS, Boeing admits committing the alleged conduct described in the Proposed Charging Letter; and

WHEREAS, I have approved the terms of such Settlement Agreement:

IT IS THEREFORE ORDERED:

FIRST, that Boeing shall be assessed a civil penalty in the amount of $41,000, the payment of which shall be made to the U.S. Department of Commerce within 30 days of the date of this Order.

SECOND, that pursuant to the Debt Collections Act of 1982, as amended (31 U.S.C. §§ 3701–3720E), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice, and if payment is not made by the due date specified herein, Boeing shall be assessed, in addition to the full amount of the civil penalty and interest, a penalty charge and an administrative charge, as more fully described in the attached Notice.

THIRD, that the full and timely payment of the civil penalty in accordance with the payment schedule set forth above is hereby made a condition to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Boeing. Accordingly, should Boeing fail to pay the civil penalty in a full and timely manner, the undersigned may issue an order denying all of Boeing's export privileges under the Regulations for a period of one year from the date of failure to make such payment.

FOURTH, that the Proposed Charging Letter, the Settlement Agreement, and this Order shall be made available to the public.

This Order, which constitutes the final agency action in this matter, is effective immediately.

David A. Peters
Assistant Secretary of Commerce for Export Enforcement

Entered this 31st day of July, 2026

Attachments

NOTICE

The Order to which this Notice is attached describes the reasons for the assessment of the civil monetary penalty. It also specifies the amount owed and the date by which payment of the civil penalty is due and payable.

Under the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701–3720E) and the Federal Claims Collection Standards (31 C.F.R. parts 900–904 (2025)), interest accrues on all civil monetary penalties owed and unpaid under the Order, from the date of the Order until paid in full. The rate of interest assessed is the rate of the current value of funds to the U.S. Treasury on the date that the Order was issued. However, interest is waived on any portion paid within 30 days of the date of the Order. See 31 U.S.C. § 3717 and 31 C.F.R. § 901.9.

The civil monetary penalty will be delinquent if not paid by the due date specified in the Order. If the penalty becomes delinquent, interest will continue to accrue on the balance remaining due and unpaid. Additionally, respondent will be assessed both an administrative charge to cover the cost of processing and handling the delinquent claim and a penalty charge of six percent per year. However, although the penalty charge will be computed from the date that the civil penalty becomes delinquent, it will be assessed only on sums due and unpaid for over 90 days after that date. See 31 U.S.C. § 3717 and 31 C.F.R. § 901.9.

The foregoing constitutes the initial written notice and demand to respondent in accordance with section 901.2(b) of the Federal Claims Collection Standards (31 C.F.R. § 901.2(b)).

Payment instructions:

INSTRUCTIONS FOR PAYMENT OF CIVIL PENALTY

1.The civil penalty check should be made payable to:

U.S. Department of Commerce/BIS

2.The check should be mailed to:

U.S. Department of Commerce
Bureau of Industry and Security
Room H-6622
14th Street and Constitution Avenue. N.W.
Washington, D.C. 20230

ATTN: Makayla Thompson

Payments may also be made electronically via FedWire. Automated Clearing House (ACH), and pay.gov. Guidance for payment via FedWire. ACH, and pay.gov is attached.

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE

In the Matter of **The Boeing Company**	**Case No.** 26-02

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between The Boeing Company ("Boeing ")[1] and the Office of Antiboycott Compliance, Bureau of Industry and Security, United States Department of Commerce ("BIS") (together, the "Parties"), pursuant to Section 766.18(a) of the Export Administration Regulations ("EAR" or "Regulations").[2]

WHEREAS, Boeing has filed a voluntary self-disclosure with BIS in accordance with Section 764.8 of the Regulations concerning the transactions at issue herein;

WHEREAS, BIS has notified Boeing of its intention to initiate an administrative proceeding against Boeing pursuant to the Regulations;

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[1] As set forth in the Proposed Charging Letter, Boeing is a U.S. person, specifically, a domestic concern, under part 760 of the EAR. See Section 760.1 (Definitions).

[2] The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. parts 730–774 (2025). On August 13, 2018, the President signed into law the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which includes the Export Control Reform Act of 2018, 50 U.S.C. §§ 4801–4852 ("ECRA"). The Anti-Boycott Act of 2018 is codified as Subchapter II of ECRA. The substantive antiboycott provisions of the EAR are set forth in part 760 of the EAR. Recordkeeping requirements related to part 760 are set forth in part 762 of the EAR.

WHEREAS, BIS has issued to Boeing a Proposed Charging Letter (a copy of which is attached hereto and incorporated herein by reference);[3] that alleges that Boeing committed two violations of the Regulations;

WHEREAS, Boeing has reviewed the Proposed Charging Letter and is aware of the allegations made against it and the administrative sanctions that could be imposed against it if the allegations are found to be true;

WHEREAS, Boeing fully understands the terms of this Agreement and the Order ("Order") that the Assistant Secretary of Commerce for Export Enforcement, or appropriate designee, will issue if he approves this Agreement as the final resolution of this matter;

WHEREAS, Boeing enters into this Agreement voluntarily and with full knowledge of its rights, after having consulted with counsel;

WHEREAS, Boeing states that no promises or representations have been made to it other than the agreements and considerations herein expressed;

WHEREAS, Boeing admits committing the alleged conduct described in the Proposed Charging Letter; and

WHEREAS, Boeing agrees to be bound by the Order, if issued;

NOW THEREFORE, the Parties hereby agree, for purposes of this Agreement, as follows:

1. BIS has jurisdiction over Boeing, under the Regulations, in connection with the matters alleged in the Proposed Charging Letter.

2. The following sanctions shall be imposed against Boeing:

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[3] The violations alleged occurred during the year 2019. The Regulations governing the violations at issue are found in the 2019 version of the Code of Federal Regulations (15 C.F.R. parts 730–774 (2019)). The 2025 Regulations govern the procedural aspects of this matter.

a. Boeing shall be assessed a civil penalty in the amount of $41,000, the payment of which shall be made to the U.S. Department of Commerce within 30 days from the date of entry of the Order, and in accordance with the terms of the Order. Payment shall be made in the manner specified in the attached instructions.

b. The full and timely payment of the civil penalty agreed to in Paragraph 2.a above is hereby made a condition to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Boeing. Failure to make full and timely payment of the civil penalty may result in the denial of all of Boeing's export privileges under the Regulations for a period of one year from the date of the failure to make such payment.

3. Subject to the approval of this Agreement pursuant to paragraph 7 hereof, Boeing hereby waives all rights to further procedural steps in this matter including, without limitation, any right to:

a. an administrative hearing regarding the allegations in the Proposed Charging Letter;

b. request a refund of any civil penalty paid pursuant to this Agreement and the Order, if issued; and

c. seek judicial review or otherwise contest the validity of this Agreement or the Order, if issued. Boeing also waives and will not assert any Statute of Limitations defense, and the Statute of Limitations will be tolled, in connection with any violation of the Anti-Boycott Act of 2018 or the

Regulations arising out of the transactions identified in the Proposed Charging Letter, or in connection with collection of the civil penalty, or enforcement of this Agreement and the Order, if issued, from the date of the Order, until Boeing pays in full the civil penalty agreed to in Paragraph 2.a of this Agreement.

4. BIS agrees that upon full and timely payment of the civil penalty as set forth in Paragraph 2.a above, BIS will not initiate any further administrative proceeding against Boeing in connection with any violation of the Regulations arising out of the transactions specifically detailed in the Proposed Charging Letter.

5. This Agreement is for settlement purposes only. Therefore, if this Agreement is not accepted and the Order not issued by the Assistant Secretary of Commerce for Export Enforcement, or appropriate designee, pursuant to Section 766.18(a) of the Regulations, no Party may use this Agreement in any administrative or judicial proceeding, and the Parties shall not be bound by the terms contained in this Agreement in any subsequent administrative or judicial proceeding.

6. No agreement, understanding, representation or interpretation not contained in this Agreement may be used to vary or otherwise alter or affect the terms of this Agreement or the Order, if issued; nor shall this Agreement serve to bind, constrain, or otherwise limit any action by any other agency or department of the U.S. Government with respect to the facts and circumstances addressed herein.

7. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement, or appropriate designee, approves it by issuing

the Order, which shall have the same force and effect as a decision and order issued after a full administrative hearing on the record.

8. BIS will make the Proposed Charging Letter, this Agreement, and the Order, if issued, available to the public.

9. Each signatory affirms that he/she has authority to enter into this Agreement and to bind his/her respective party to the terms and conditions set forth herein.

The Boeing Company

______________________________ DATE: 7/30/26

Padraic B. Fennelly
Vice President Litigation & Investigations

U.S. Department of Commerce

REGINALD DUVEL Digitally signed by REGINALD DUVEL Date: 2026.07.31 09:17:07 -04'00'

______________________________ DATE: 7/31/2026

Reginald Duvel
Acting Director
Office of Antiboycott Compliance

PROPOSED CHARGING LETTER

The Boeing Company
929 Long Bridge Drive
Arlington, VA 22202

Attention: Padraic B. Fennelly
Vice President Litigation & Investigations

Case No 26-02

Dear Mr. Fennelly:

The Bureau of Industry and Security, United States Department of Commerce ("BIS")[1] has reason to believe that The Boeing Company ("Boeing"), has committed two violations of the Export Administration Regulations (currently codified at 15 C.F.R. parts 730-774 (2025)) (the "Regulations" or "EAR").[2]

As detailed below, BIS alleges that Boeing committed two violations of Section 760.2(d) of the Regulations, in that Boeing, with intent to comply with, further, or support an unsanctioned foreign boycott, furnished two items of information concerning Boeing's or another person's past, present or proposed business relationships with or in a boycotted country or with another person who is known or believed to be restricted from having any business relationship with or in a boycotting country.

General Allegations

Boeing is, and at all times relevant was, a domestic concern organized under the laws of the United States and headquartered in Arlington, Virginia. As such, Boeing is a United States person as defined by Section 760.1(b) of the Regulations.

During the year 2019, Boeing engaged in transactions involving the sale and/or transfer of goods or services (including information) from the United States to the United Arab Emirates, activities in the interstate or foreign commerce of the United States, as defined in Section 760.1(d) of the Regulations.

[1] This action is brought by the Office of Antiboycott Compliance ("OAC") within the Bureau of Industry and Security. OAC is charged with enforcing the provisions of the Anti-Boycott Act of 2018.

[2] On August 13, 2018, the President signed into law the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which includes the Export Control Reform Act of 2018, 50 U.S.C. §§ 4801-4852 ("ECRA"). The Anti-Boycott Act of 2018 is codified as Subchapter II of ECRA. The substantive antiboycott provisions of the EAR are set forth in part 760 of the EAR. Recordkeeping requirements related to part 760 are set forth in part 762 of the EAR.

Charges 1 – 2 15 C.F.R. § 760.2(d) - Furnishing Information about Business Relationships with Boycotted Countries or Blacklisted Persons

Between, on, or about October 28, 2019, and November 1, 2019, Boeing furnished to a U.S. trade show logistics provider two items of information in combined commercial invoices/packing lists, as described in Table A, concerning Boeing's past, present or proposed business relationships with or in a boycotted country or with another person who is known or believed to be restricted from having any business relationship with or in a boycotting country in violation of 15 C.F.R. § 760.2(d) of the Regulations.

Specifically, Boeing participated in the Dubai Airshow in the United Arab Emirates in November 2019. In connection with temporary exports of Boeing models and office supplies for the air show, a Boeing employee downloaded from a U.S. trade show logistics provider's website (and subsequently completed on behalf of Boeing) a combined commercial invoice/packing list template containing the following prohibited boycott language:

> "We certify that no labor, capital, parts or raw materials of Israeli origin have been used in the printing, publishing or manufacture of these goods and [that] none are part or parent companies of firms included on the Israeli Boycott Blacklist."

Furnishing the two items of information described in Table A with intent to comply with, further, or support an unsanctioned foreign boycott is an activity prohibited by Section 760.2(d) of the Regulations. No exception applies to the furnishing of these two items of information. (*See* 15 C.F.R. § 760.3.) BIS therefore charges Boeing with two violations of Section 760.2(d).

* * *

Accordingly, Boeing is hereby notified that an administrative proceeding is instituted against it pursuant to Part 766 of the Regulations for the purpose of obtaining an order imposing administrative sanctions,[3] including, but not limited to any or all of the following:

- The maximum civil penalty allowed by law of up to the greater of $374,474 per violation, or twice the value of the transaction that is the basis of the violation;[4]
- Denial of export privileges;
- Exclusion from practice before BIS; and/or
- Any other liability, sanction, or penalty available under law.

If Boeing fails to answer the charges contained in this letter within thirty (30) days after service as provided in Section 766.6, such failure will be treated as a default under Section 766.7. If Boeing defaults, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to Boeing. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty for the charges in this letter.

[3] The potential sanctions are specified in § 1774 of the Anti-Boycott Act of 2018, codified at 50 U.S.C. § 4843.
[4] This amount is subject to annual increases pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Sec. 701 of Public Law 114-74, enacted on November 2, 2015.

Boeing is entitled to an agency hearing on the record as provided in Section 766.6 of the Regulations. If Boeing wishes to have a hearing on the record, Boeing must file a written demand for one with its answer. Boeing is entitled to be represented by counsel or other authorized representative who has power of attorney to represent it. *See* 15 C.F.R. §§ 766.3(a) and 766.4. Under the Small Business Regulatory Enforcement Flexibility Act, Boeing may be eligible for assistance from the Office of the National Ombudsman of the Small Business Administration in this matter.[5]

Boeing may also seek settlement without a hearing. *See* 15 C.F.R. 766.18. Should Boeing have a proposal to settle this case, Boeing should transmit it to the attorney representing BIS named below.

The U.S. Coast Guard is providing administrative law judge services, to the extent that such services are required under the Regulations, in connection with the matters set forth in this letter. Therefore, in accordance with the instructions in Section 766.5(a) of the Regulations, Boeing's answer should be filed with:

U.S. Coast Guard ALJ Docketing Center
40 South Gay Street
Baltimore, Maryland 21202-4022
Attention: Administrative Law Judge

Also, in accordance with the instructions in Section 766.5(b) of the Regulations, a copy of Boeing's answer should be served on BIS at the following address:

Office of the Chief Counsel for Industry and Security
U.S. Department of Commerce
Room H-3839
14th Street & Constitution Avenue, NW
Washington, D.C. 20230

Megan Coggeshall is the attorney representing BIS in this case; any communications that Boeing may wish to have concerning this matter should occur through her. She may be contacted by email at mcoggeshall@doc.gov.

Sincerely,

Reginald Duvel
Acting Director, Office of Antiboycott Compliance

Enclosure

[5] To determine eligibility and get more information, please see: http://www.sba.gov/ombudsman/.

TABLE A

Schedule of Alleged Violations of Section 760.2(d)
Furnishing Prohibited Business Information

The Boeing Company
Case No. 26-02

Item	Reference: Document Furnished	Date of Furnishing	Boycotting Country	Information Furnished
1	Dubai Airshow 2019: Combined Commercial Invoice/ Packing List	11.1.19	U.A.E.	"WE CERTIFY THAT NO LABOR, CAPITAL, PARTS OR RAW MATERIALS OF ISRAELI ORIGIN HAVE BEEN USED IN THE PRINTING, PUBLISHING OR MANUFACTURE OF THESE GOODS…"
2	Dubai Airshow 2019: Combined Commercial Invoice/ Packing List	11.1.19	U.A.E.	"[WE CERTIFY THAT] NONE ARE PART OR PARENT COMPANIES OF FIRMS INCLUDED ON THE ISRAELI BOYCOTT BLACKLIST."