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17 **UNITED STATES DISTRICT COURT**
 18 **CENTRAL DISTRICT OF CALIFORNIA**

19 IN RE NORTHROP GRUMMAN
 20 CORPORATION ERISA
 LITIGATION

Master File No. 06-CV-6213 AB (JCx)
~~PROPOSED~~ FINAL ORDER AND
 JUDGMENT

DATE: October 23, 2017
 TIME: 10:00 a.m.
 Courtroom 7B

Hon. André Birotte Jr.

1 Upon consideration of the Settling Parties’ Joint Motion for Final Approval of
2 the Settlement of this action (the “Class Action”) in accordance with the terms of a
3 Class Action Settlement Agreement dated June 7, 2017, (the “Settlement
4 Agreement”), the Court hereby orders and adjudges as follows:

5 1. For purposes of this Final Order and Judgment, except as otherwise
6 defined herein, all capitalized terms used herein shall have the same meaning as are
7 ascribed to them in the Settlement Agreement.

8 2. In accordance with the Court’s Orders, and as determined by this
9 Court previously, notice was timely distributed by first-class mail to all members of
10 the Class who could be identified with reasonable effort, and notice was published
11 on the website maintained by Class Counsel. In addition, under the Class Action
12 Fairness Act, 29 U.S.C. §1711, *et seq.*, notice was provided to the Attorneys
13 General for each of the states in which a Settlement Class Member resides, the
14 Attorney General of the United States, and the United States Secretary of Labor.

15 3. The form and methods of notifying the Settlement Class of the terms
16 and conditions of the proposed Settlement Agreement met the requirements of
17 Federal Rule of Civil Procedure 23(c)(2), any other applicable law, and due
18 process, and constituted the best notice practicable under the circumstances; and
19 due and sufficient notices of the fairness hearing and the rights of all Settlement
20 Class Members have been provided to all people, powers and entities entitled
21 thereto.

22 4. All requirements of the Class Action Fairness Act, 29 U.S.C. §1711, *et*
23 *seq.*, have been met.

24 5. Members of the Settlement Class had the opportunity to be heard on
25 all issues regarding the resolution and release of their claims by submitting
26 objections to the Settlement Agreement to the Court.

27 6. Each and every Objection to the settlement is overruled with prejudice.
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1 7. The motion for final approval of the Settlement Agreement is hereby
2 GRANTED, the settlement of the Class Action is APPROVED as fair, reasonable
3 and adequate to the Northrop Grumman Savings Plan and the Northrop Grumman
4 Financial Security and Savings Program (collectively the “Plans”) and the Class,
5 and the Settling Parties are hereby directed to take the necessary steps to effectuate
6 the terms of the Settlement Agreement.

7 8. The operative complaint and all claims asserted therein, whether
8 asserted by Class Representatives on their own behalf or on behalf of the Class, or
9 derivatively to secure relief for the Plans, are hereby dismissed with prejudice and
10 without costs to any of the Settling Parties other than as provided for in the
11 Settlement Agreement.

12 9. The Plans and the Class Members (and their respective heirs,
13 beneficiaries, executors, administrators, estates, past and present partners, officers,
14 directors, agents, attorneys, predecessors, successors and assigns) on behalf of
15 themselves and the Plans, hereby fully, finally, and forever settle, release,
16 relinquish, waive and discharge Defendants and Released Parties from Released
17 Claims, whether or not such Class Members have executed and delivered a Former
18 Participant Claim Form, whether or not such Class Members qualify for a
19 distribution under the terms of the Settlement Agreement, whether or not such
20 Class Members have filed an objection to the Settlement or to any application by
21 Class Counsel for an award of Attorneys’ Fees and Costs, and whether or not the
22 objections or claims for distribution of such Class Members have been approved or
23 allowed.

24 10. The Class Members and the Plans acting individually or together, or in
25 combination with others, are hereby barred from suing or seeking to institute,
26 maintain, prosecute, argue, or assert in any action or proceeding (including an IRS
27 determination letter proceeding, Department of Labor proceeding or proceeding
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1 before a state insurance department or commissioner), any cause of action, demand
2 or claim on the basis of, connected with, arising out of, or substantially related to,
3 any of the Released Claims. Nothing herein shall preclude any action to enforce the
4 terms of the Settlement Agreement in accordance with the procedures set forth in
5 the Settlement Agreement.

6 11. Class Counsel, the Class Members, or the Plans may hereafter discover
7 facts in addition to or different from those which they know or believe to be true
8 with respect to the Released Claims. Such facts, if known by them, might have
9 affected the decision to settle with Defendants, the Plans and the Released Parties
10 or the decision to release, relinquish, waive, and discharge the Released Claims, or
11 might have affected the decision of a Class Member not to object to the Settlement.
12 Notwithstanding the foregoing, each Class Member and the Plans hereby fully,
13 finally and forever settled, released, relinquished, waived and discharged any and
14 all Released Claims.

15 12. No claim asserted or which may be asserted in *Marshall v. Northrop*
16 *Grumman Corp.*, No. 16-cv-6794 AB (JCx) for actions or omissions that occurred
17 after May 11, 2009, is included in “Released Claims” or is otherwise affected in
18 any way by this Settlement. Nothing in this Settlement Agreement shall be
19 interpreted to foreclose any claims in *Marshall* other than the claims that were
20 asserted or could have been asserted in this Class Action for actions or omissions
21 that occurred before May 11, 2009. Nothing in this Settlement Agreement shall be
22 interpreted to foreclose the defense to *Marshall* that the claims that were asserted or
23 could have been asserted in this Class Action for actions or omissions that occurred
24 before May 11, 2009 have been released by this Settlement Agreement. And
25 nothing in this Settlement Agreement shall be interpreted to limit the defendants in
26 *Marshall* from interposing any defense to any claim currently presented or that may
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1 be presented in the future in *Marshall* other than the defense that the claims in
2 *Marshall* have been released.

3 13. The Class Members and the Plans hereby settle, release, relinquish,
4 waive and discharge any and all rights or benefits they may now have, or in the
5 future may have, under any law relating to the releases of unknown claims,
6 including without limitation, Section 1542 of the California Civil Code, which
7 provides: “A general release does not extend to claims which the creditor does not
8 know or suspect to exist in his favor at the time of executing the release, which if
9 known by him must have materially affected his settlement with the debtor.” The
10 Class Members and the Plans with respect to the Released Claims also hereby
11 waive any and all provisions, rights and benefits conferred by any law of any State
12 or territory of the United States or any foreign country, or any principle of common
13 law, which are similar, comparable or equivalent in substance to Section 1542 of
14 the California Civil Code.

15 14. The Court finds that it has subject matter jurisdiction over the claims
16 herein and personal jurisdiction over Class Members herein under the provisions of
17 ERISA, and expressly retains that jurisdiction for purposes of enforcing this Final
18 Order and the Settlement Agreement. Any motion to enforce paragraphs 8 through
19 12 of this Final Order or the Settlement Agreement, including by way of injunction,
20 may be filed in this Court, and the provisions of the Settlement Agreement and/or
21 this Final Order may also be asserted by way of an affirmative defense or
22 counterclaim in response to any action that is asserted to violate the Settlement
23 Agreement.

24 15. Each member of the Class shall hold harmless Defendants, Defense
25 Counsel, the Released Parties, and the Plans for any claims, liabilities, attorneys’
26 fees and expenses arising from the allocation of the Gross Settlement Amount or
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1 Net Settlement Amount and for all tax liability and associated penalties and interest
2 as well as related attorneys' fees and expenses.

3 16. The Settlement Administrator shall have final authority to determine
4 the share of the Net Settlement Amount to be allocated to each Current Participant
5 and each Authorized Former Participant.

6 17. With respect to payments or distributions to Authorized Former
7 Participants, all questions not resolved by the Settlement Agreement shall be
8 resolved by the Settlement Administrator in its sole and exclusive discretion.

9 18. With respect to any matters that arise concerning distributions to
10 Current Participants (after allocation decisions have been made by the Settlement
11 Administrator in its sole discretion), all questions not resolved by the Settlement
12 Agreement shall be resolved by the Plan Fiduciary under the applicable law and
13 governing Plan terms. The Plan Fiduciary shall not have any liability with respect
14 to any questions it resolves regarding distributions beyond that provided for in
15 applicable law and governing Plan terms.

16 19. As specified in Paragraph 6.9 of the Settlement Agreement, following
17 the issuance of all settlement payments to Class Members, the Settlement
18 Administrator shall prepare and provide to Class Counsel, Defense Counsel and the
19 Plan Fiduciary a list of each person who was issued a settlement payment and the
20 amount of such payment.

21 20. Upon entry of this Order, all Class Members and the Plans shall be
22 bound by the Settlement Agreement and by this Final Order.

23 **IT IS SO ORDERED.**

24 DATED: October 24, 2017



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26 André Birotte, Jr.
27 United States District Court Judge
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