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

19 IN RE NORTHROP GRUMMAN  
 20 CORP. ERISA LITIGATION

Master File No. 06-CV-6213 AB (JCx)

**JOINT MOTION FOR FINAL  
 APPROVAL OF CLASS  
 SETTLEMENT**

22 This document applies to:  
 23 ALL ACTIONS

Final approval hearing for Settlement:  
 October 23, 2017, at 10:00 a.m.

Hon. André Birotte Jr.

Courtroom 7B – 7th floor

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1           **NOTICE OF MOTION AND JOINT MOTION FOR FINAL APPROVAL**  
2           **OF CLASS SETTLEMENT**

3           PLEASE TAKE NOTICE THAT on October 23, 2017, at 10:00 a.m. in  
4           Courtroom 7B, 350 W. 1<sup>st</sup> Street, Los Angeles, California 90012, Plaintiffs and  
5           Defendants will jointly move, and hereby do move, under Federal Rule of Civil  
6           Procedure 23(e) for final approval of the Settlement (Doc. 788-1) and for the Court  
7           to enter the proposed Final Order and Judgment (Doc. 766-2 at 57–62, and  
8           resubmitted herewith).

9           For Plaintiffs’ part, this motion is supported by Plaintiffs’ memorandum in  
10          support of motion for preliminary approval of class settlement (Doc. 766), as well  
11          as Plaintiffs’ memorandum in support of motion for attorneys’ fees, reimbursement  
12          expenses, and incentive awards for class representatives (Doc. 783-1), the  
13          Declaration of Richard Simmons, President of Analytics, LLC (attached as Ex. 1 to  
14          the Declaration of Stephen M. Hoeplinger), and the Statement of Gallagher  
15          Fiduciary Advisors, LLC, as the Independent Fiduciary, approving of the settlement  
16          (attached as Ex. 2 to the Declaration of Stephen M. Hoeplinger), as well as this  
17          Court’s Order Granting Motion for Preliminary Approval (Doc. 772), Plaintiffs’  
18          memorandum in support of this motion, and Plaintiffs’ responses to objectors.

19          Defendants join in requesting that the Court enter an order finally approving the  
20          settlement and enter judgment in the form attached to this motion. Defendants do  
21          not join in the memoranda cited above.

1 DATED: October 13, 2017

Respectfully submitted,

2 By: /s/ Jerome J. Schlichter

3 Jerome J. Schlichter (SBN 054513)

4 Michael A. Wolff (admitted *pro hac vice*)

Kurt C. Struckhoff (admitted *pro hac vice*)

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23 *Attorneys for Defendants*

**ATTESTATION**

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In accordance with Civil L.R. 5-4.3.4 regarding signatures, I, Jerome J. Schlichter, attest that concurrence in the filing of this document has been obtained by all of its signatories.

/s/ Jerome J. Schlichter  
Jerome J. Schlichter

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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: \_\_\_\_\_, 2017

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André Birotte, Jr.  
United States District Court Judge