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 14 **IN THE UNITED STATES DISTRICT COURT**
FOR THE CENTRAL DISTRICT OF CALIFORNIA
 15 **(Western Division)**

16 CLIFTON W. MARSHALL *et al.*,
 17
 18 *Plaintiffs,*

19 v.

20 NORTHROP GRUMMAN
 CORPORATION *et al.*,
 21
 22 *Defendants.*

Case No. 16-cv-6794 AB (JCx)

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

Hon. André Birotte Jr.

Date: June 5, 2020
 Time: 10:00 a.m.
 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 June 5, 2020, at 10:00 a.m. in Courtroom
4 7B, 350 W. 1st Street, Los Angeles, California 90012, Plaintiffs and Defendants will
5 jointly move, and hereby do move, under Federal Rule of Civil Procedure 23(e) for
6 final approval of the Settlement (Doc. 321-1) and for the Court to enter the
7 proposed Final Order and Judgment (Doc. 321-1 at 61–66, and resubmitted
8 herewith).

9 For Plaintiffs’ part, this motion is supported by the following documents filed
10 herewith: Plaintiffs’ memorandum in support of this motion and the Declaration of
11 Michael A. Wolff, which includes the Declaration of Christopher Admundson,
12 Project Manager for the settlement administrator (ex. 1) and the letter approving the
13 settlement from the Independent Fiduciary Gallagher Fiduciary Advisors LLC
14 (ex.2). This motion is supported also by the previously filed memorandum in
15 support of motion for preliminary approval of class settlement (Doc. 322), the
16 Court’s Order granting preliminary approval (Doc. 326), and Plaintiffs’
17 memorandum in support of motion for attorneys’ fees, reimbursement expenses,
18 and incentive awards for class representatives (Doc. 331-1).

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.

22 This motion further is supported by the parties’ Joint Response To Objectors
23 filed herewith.

1 Dated: May 22, 2020

Respectfully submitted,

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By: /s/ Michael A. Wolff (*Pro Hac Vice*)
SCHLICHTER, BOGARD & DENTON
Counsel for Plaintiffs

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By: /s/ Nancy Ross (*by permission*)
MAYER BROWN LLP
Counsel for Defendants

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ATTESTATION

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I, Michael A. Wolff, am the ECF user whose User ID and Password are being used to file this Stipulation. Pursuant to Civil L.R. 5-4.3.4 regarding signatures, I hereby attest that the other signatories listed have concurred in this filing.

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/s/ Michael A. Wolff
Michael A. Wolff

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

CLIFTON W. MARSHALL, et al.,

Plaintiffs,

v.

NORTHROP GRUMMAN
CORPORATION, et al.,

Defendants.

Case No. 16-CV-6794 AB (JCx)

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF
SETTLEMENT**

Date: June 5, 2020
Time: 10:00 a.m.
Courtroom 7B – 7th Floor

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 January 13, 2020, (the “Settlement
4 Agreement”), the Court hereby orders and adjudges as follows:

5 1. For purposes of this Final Order and Judgment, all capitalized terms
6 used herein have the Definitions in the Settlement Agreement, which is
7 incorporated herein by reference.

8 2. In accordance with the Court’s Orders, and as determined by this
9 Court previously, notice was timely distributed by first-class or electronic mail to
10 all Class Members who could be identified with reasonable effort, and notice was
11 published on the website maintained by Class Counsel. In addition, in accordance
12 with the Class Action Fairness Act, 28 U.S.C. §1711, *et seq.*, notice was provided
13 to the Attorneys General for each of the states in which a 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 Class of the terms and
16 conditions of the proposed Settlement Agreement met the requirements of Rule
17 23(c)(2) of the Federal Rules of Civil Procedure, any other applicable law, and due
18 process, and constituted the best notice practicable under the circumstances. Due
19 and sufficient notices of the fairness hearing and the rights of all Class Members
20 have been provided to all people, powers and entities entitled to notice.

21 4. All requirements of the Class Action Fairness Act, 28 U.S.C. §1711, *et*
22 *seq.*, have been met.

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

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

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

11 9. The Plan, the Class Representatives, and the Class Members (and their
12 respective heirs, beneficiaries, executors, administrators, estates, successors, assigns
13 agents and attorneys) on behalf of themselves and on behalf of the Plan, hereby
14 fully, finally, and forever settle, release, relinquish, waive and discharge
15 Defendants, the Plan, and all Released Parties from the Released Claims, regardless
16 of whether or not such Class Members have executed and delivered a Former
17 Participant Claim Form, whether or not such Class members qualify for a
18 distribution under the terms of the Settlement Agreement, whether or not such
19 Class Members have filed an objection to the Settlement or to any application by
20 Class Counsel for an award of Attorneys’ Fees and Costs, and whether or not the
21 objections to the Settlement Agreement or claims for distribution of such Class
22 Members have been approved or allowed. However, nothing herein releases claims
23 of any Released Party or the Plan against any other Released Party for claims for, or
24 arising out of, insurance coverage against their insurers.

25 10. The Class Members and the Plan acting individually or together, or in
26 combination with others, are hereby barred from suing or seeking to institute,
27 maintain, prosecute, argue, or assert in any action or proceeding (including but not
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1 limited to an IRS determination letter proceeding, a Department of Labor
2 proceeding, an arbitration or a proceeding before any state insurance or other
3 department or commission), any cause of action, demand, or claim on the basis of,
4 connected with, or arising out of or substantially related to, any of the Released
5 Claims. Nothing herein shall preclude any action to enforce the terms of the
6 Settlement Agreement in accordance with the procedures set forth in the Settlement
7 Agreement.

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

18 12. The Class Representatives, Class Members and the Plan hereby settle,
19 release, relinquish, waive and discharge any and all rights or benefits they may now
20 have, or in the future may have, under any law relating to the releases of unknown
21 claims, including without limitation, Section 1542 of the California Civil Code,
22 which provides: "A general release does not extend to claims that the creditor or
23 releasing party does not know or suspect to exist in his or her favor at the time of
24 executing the release and that, if known by him or her, would have materially
25 affected his or her settlement with the debtor or released party." The Class
26 Representatives, Class Members and the Plan with respect to the Released Claims
27 also hereby waive any and all provisions, rights and benefits conferred by any law
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1 or any State or territory within the United States or any foreign country, or any
2 principle of common law, which is similar, comparable or equivalent in substance
3 to Section 1542 of the California Civil Code.

4 13. The Court finds that it has subject matter jurisdiction over the claims
5 herein and personal jurisdiction over Class Members herein under with the
6 provisions of ERISA, and expressly retains that jurisdiction for purposes of
7 enforcing this Final Order and the Settlement Agreement. Any motion to enforce
8 paragraphs 8 through 12 of this Final Order or the Settlement Agreement, including
9 by way of injunction, may be filed in this Court, and the provisions of the
10 Settlement Agreement and/or this Final Order may also be asserted by way of an
11 affirmative defense or counterclaim in response to any action that is asserted to
12 violate the Settlement Agreement.

13 14. Each Class Member shall hold harmless Defendants, Defense Counsel,
14 the Released Parties, and the Plan for any claims, liabilities, attorneys' fees and
15 expenses arising from the allocation of the Gross Settlement Amount or Net
16 Settlement Amount and for all tax liability and associated penalties and interest as
17 well as related attorneys' fees and expenses.

18 15. The Settlement Administrator shall have final authority to determine
19 the share of the Net Settlement Amount to be allocated to each Current Participant
20 and each Authorized Former Participant.

21 16. The Settlement Administrator has the sole and exclusive discretion to
22 determine, with respect to payments or distributions to Authorized Former
23 Participants, all questions not addressed in or resolved by the Settlement
24 Agreement, including whether a Former Participant Claim Form should be accepted
25 by the Settlement Administrator in the first instance.

26 17. With respect to any matters that arise concerning distributions to
27 Current Participants (after allocation decisions have been made by the Settlement
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1 Administrator in its sole discretion), all questions not resolved by the Settlement
2 Agreement shall be resolved by the Plan Fiduciary under the applicable law and
3 governing Plan terms. The Plan Fiduciary shall not have any liability with respect
4 to any questions it resolves regarding distributions beyond that provided for in
5 applicable law and governing Plan terms.

6 18. Within twenty-one (21) calendar days following the issuance of all
7 settlement payments to Class Members, as provided by Paragraph 4.1.12 of the
8 Settlement Agreement, the Settlement Administrator shall prepare and provide to
9 Class Counsel, and Defense Counsel and the Plan Fiduciary a list of each person
10 who was issued a settlement payment and the amount of such payment.

11 Upon entry of this Order, all Class Members and the Plan shall be bound by the
12 Settlement Agreement and by this Final Order.

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14 **IT IS SO ORDERED.**

15 DATED: _____, 2020

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17 _____
18 André Birotte Jr.
19 United States District Court Judge
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