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JS-6

**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-06794 AB (JCx)

**ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
SETTLEMENT**

Hon. André Birotte Jr.

1 Upon consideration of the Settling Parties’ Joint Motion For Final Approval Of
2 Class Settlement of this action (the “Class Action”) in accordance with the terms of
3 a Class Action Settlement Agreement dated January 13, 2020 (Dkt. No. 321-1), as
4 amended by the Amendment To Class Action Settlement Agreement dated July 8,
5 2020 (Dkt. No. 354) (the “Settlement Agreement”), the Court hereby orders and
6 adjudges as follows:

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

10 2. In accordance with the Court’s Orders, and as determined by this
11 Court previously, notice was timely distributed by first-class or electronic mail to
12 all Class Members who could be identified with reasonable effort, and notice was
13 published on the website maintained by Class Counsel. In addition, in accordance
14 with the Class Action Fairness Act, 28 U.S.C. §1711, *et seq.*, notice was provided
15 to the Attorneys General for each of the states in which a Class Member resides, the
16 Attorney General of the United States, and the United States Secretary of Labor.

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

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

25 5. Class Members had the opportunity to be heard on all issues regarding
26 the resolution and release of their claims by submitting objections to the Settlement
27 Agreement to the Court.
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1 6. The Amendment To Class Action Settlement Agreement resolves the
2 objections of Alan Carlson, Peter DeLuca and Robert Stolte (Dkt. No. 333) and
3 those objections are overruled with prejudice.

4 7. The remaining objections to the Settlement are overruled with
5 prejudice.

6 8. The motion for final approval of the Settlement Agreement as
7 amended (Dkt. No. 353) is hereby GRANTED, the Settlement of the Class Action
8 is APPROVED as fair, reasonable and adequate to the Northrop Grumman Savings
9 Plan (the “Plan”) and the Class, and the Settling Parties are hereby directed to take
10 the necessary steps to effectuate the terms of the Settlement Agreement.

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

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

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

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

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

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

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

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

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

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

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

12 **IT IS SO ORDERED.**

13 DATED: September 18, 2020



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15 André Birotte Jr.
16 United States District Court Judge
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