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

JED and ALISA BEHAR, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

NORTHROP GRUMMAN CORPORATION
AND NORTHROP GRUMMAN SYSTEMS
CORPORATION,

Defendants

Case No. 21-cv-03946-HDV-SK

CLASS ACTION

**DECLARATION OF ALISA BEHAR IN SUPPORT
OF PLAINTIFFS' MOTION FOR AWARD OF
ATTORNEYS' FEES AND LITIGATION
EXPENSES AND CLASS REPRESENTATIVE
AWARDS**

Hearing:

Date: November 12, 2026

Time: 10:00 a.m.

Place: Courtroom 5B, 5th Floor

350 W. 1st Street

Los Angeles, CA 90012

Judge: Hon. Hernán D. Vera

DECLARATION OF ALISA BEHAR

Pursuant to 28 U.S.C. § 1746, I, Alisa Behar, declare as follows:

1. My name is Alisa Behar. I am over eighteen years of age, of sound mind, and competent to testify to the matters set forth below. The statements in this declaration are based on my personal knowledge. If called as a witness, I could and would competently testify to them.

2. I am a named Plaintiff in this action and one of the two Class Representatives appointed by the Court. I submit this declaration in support of Plaintiffs' Motion for an Award of Attorneys' Fees, and Litigation Expenses and Class Representative Service Awards, and in support of final approval of the class settlement.

3. I have not been promised any compensation for filing this case or for serving as a Class Representative, and my agreement to serve was never conditioned on receiving any payment. I understand that whether to award anything for my service is entirely within the Court's discretion, and that my obligations to the Class do not depend on the outcome of that request. I would have served as a Class Representative, and would have done everything described in this declaration, whether or not a service award had ever been available.

4. In 2011, Jed and I purchased our home at 7031 Keokuk Avenue, Winnetka, California 91306. We have owned that home continuously ever since, and we own it today. The parties have stipulated in this case that 7031 Keokuk Avenue is located within the Class Area.

5. I was pregnant with our daughter when Jed and I purchased this house in 2011. Our son was born about two years later. We have lived in this house ever since, and both of our children have been raised here. It is the only home either of them has ever known.

6. Nothing was disclosed to us when we bought the home in 2011 about any contamination beneath the property or the surrounding neighborhood. For nearly a decade, I had no idea that anything was wrong.

7. In late 2020, I watched a meeting of the Winnetka Neighborhood Council online. During that meeting, I saw a map showing an area of contaminated groundwater. That is how I first learned that the groundwater beneath our neighborhood was contaminated with trichloroethylene ("TCE") and other industrial solvents, and that the contamination was alleged to have originated at the former Litton facility

1 at 8020 Deering Avenue. Our home was inside the mapped area.

2 8. Our street was on the map and our house was inside the boundary. I understood that we
3 had bought this house and lived in it for nearly a decade without ever being told what was underneath it.

4 9. What struck me was that this was not a problem confined to our own lot. Thousands of
5 families in the neighborhood were living above the same plume, and almost none of them knew it. That
6 is why I agreed to bring this case on behalf of every homeowner in the affected area rather than filing only
7 for myself.

8 10. Before agreeing to serve as a Class Representative, Class Counsel explained to me what
9 the role would require and what it would ask of me. I understood that I was undertaking a duty to act in
10 the best interests of every homeowner in the Class Area, approximately 3,294 households, and not merely
11 my own. I have tried at all times to act consistently with that duty, and I have never taken a position in
12 this case that favored my own recovery over the Class's.

13 11. I am not aware of anything that has limited my ability to represent the interests of the Class,
14 and I am not aware of any interest of mine that conflicts with the interests of the Class. My home is subject
15 to the same alleged contamination, and my claims arise from the same conduct, as those of every other
16 Class Member.

17 12. I familiarized myself with the facts and the legal theories in this case. Across the more than
18 five years this case has been pending, I stayed in regular contact with Class Counsel, asked questions
19 about the progress of the litigation, reviewed filings, and made myself available whenever counsel needed
20 me.

21 **Written Discovery**

22 13. Defendants served me with extensive written discovery: 71 requests for production of
23 documents, 35 interrogatories, and 9 requests for admission.

24 14. Eventually nine of those requests for production and three of those interrogatories—which
25 sought my medical records—were withdrawn by Defendants. I still responded to the 62 requests for
26 production, 32 interrogatories, and 9 requests for admission that remained.

27 15. Responding required me to search for, gather, and review my records going back to the
28 2011 purchase of my home. Those materials included purchase and closing documents, home inspection

1 records, mortgage and refinancing records, appraisals, home repair and improvement records,
2 photographs, and personal correspondence.

3 **My Deposition**

4 16. I was deposed by Defendants' counsel on July 25, 2022. My deposition began at
5 approximately 3:20 p.m. and concluded at nearly 7:00 p.m. This required me to miss work.

6 17. I was there for the entire day. Jed's deposition was taken first that morning, beginning at
7 approximately 8:30 a.m. and concluding at approximately 2:30 p.m. I attended his deposition before sitting
8 for my own. I was present for depositions in this case from 8:30 that morning until nearly 7:00 p.m. that
9 evening.

10 18. I met with my attorneys in advance of the deposition to prepare, both via videoconference
11 and in person. Those sessions took many hours, which was time I ordinarily would have spent on other
12 professional and personal matters.

13 **Defendants' Testing of My Home**

14 19. I consented to allow Defendants' counsel, experts, and consultants to enter, inspect, and
15 conduct environmental testing inside and around my home. That process took place over four separate
16 days of entry in May 2022 and disrupted my household for roughly two weeks.

17 20. Before the testing could begin, Defendants required us to remove soaps, cleaning products,
18 and other common household chemicals from our home. We gathered those products, placed them in a
19 tote, and set the tote outside the house at least three days before the testing started. The products had to
20 remain outside for the entire duration of the testing.

21 21. On May 13, 2022, Defendants' attorneys and their consultants came to my home to conduct
22 an initial inspection.

23 22. On May 17, 2022, Defendants' attorneys and consultants returned and conducted a full day
24 of testing. That testing included drilling through the concrete slab of my garage to collect sub-slab soil
25 vapor samples, collecting samples from the crawlspace, installing soil vapor probes in the yard, and
26 placing indoor air sampling canisters inside the house.

1 23. On May 18, 2022, Defendants' consultants returned again to continue testing and to
2 retrieve some of the samplers. On May 24, 2022, they returned a fourth time to retrieve the remaining
3 samplers.

4 24. Having Defendants' lawyers and consultants inside our house was disruptive in ways I had
5 not anticipated. Someone had to be home to let them in and stay with them on each of the four days. There
6 were people and equipment moving through the living areas of our home while they drilled into the slab
7 and set canisters, and the sampling equipment stayed in place in the house between visits. Our soaps and
8 cleaning supplies sat in a tote in the yard for roughly a week and a half, so ordinary household tasks had
9 to wait until the equipment came out.

10 25. I agreed to all of it. I understood that if I refused access there might be no case for anyone.

11 **Raising Class Member Awareness**

12 26. In July 2024, shortly after the Court certified the Class, Jed and I agreed to be interviewed
13 by the *San Fernando Valley Sun / el Sol* about the contamination and this lawsuit. We agreed because we
14 wanted our neighbors, most of whom had no more idea than we had about what was beneath their homes,
15 to learn about the plume and about this case.

16 27. The reporter first interviewed us by telephone. She then came to our home in Winnetka for
17 a follow-up interview and photographed our family, including our children, outside the house.

18 28. The article was published on July 31, 2024 under the headline "Northrop Grumman
19 Accused of Concealing Toxic Contamination from San Fernando Valley Residents." It identified us by
20 name, quoted us, gave the location of our home, and published photographs of our family and of our
21 house.

22 29. I understood when I agreed to that interview that I was permanently and publicly attaching
23 my name, my family, and my home to a story about toxic contamination, and that the article would be
24 findable by anyone, including neighbors, employers, lenders, and any future buyer of my home. I did it
25 anyway, because I believed Class Members were entitled to know what was under their houses.

26 **Class Certification, Motions, and Mediations**

27 30. On April 18, 2024, I attended the hearing on Plaintiffs' motion for class certification. I was
28 not called to testify, but I was present in the courtroom. On July 1, 2024, the Court granted the motion and

1 certified the Class.

2 31. I stayed informed about the significant motions in this case and discussed them with Class
3 Counsel, including Defendants' motion for summary judgment, Defendants' motion to decertify the Class
4 after it had been certified, and Defendants' two separate sets of motions seeking to exclude all six of the
5 Class's expert witnesses. I understood that if any one of those motions had succeeded, the Class could
6 have been left with nothing.

7 32. I participated in a remote mediation on January 28, 2022 before the Honorable Suzanne
8 Segal (Ret.). That session lasted most of the day. The case did not resolve at that time.

9 33. I participated in a full-day, in-person mediation on October 1, 2025 before mediator
10 Antonio Piazza. This required me to take off from work and travel to Century City and back. The case
11 also did not resolve at that time.

12 34. I participated in a follow-up remote mediation session on November 21, 2025, which lasted
13 approximately half a day. The case did not resolve at that session either.

14 **Trial**

15 35. In the weeks leading up to trial, and also during trial after court had adjourned for the day,
16 I prepared extensively with Class Counsel, both to prepare for my testimony and to advise on trial strategy.
17 This required great sacrifice of my personal and professional time. I understood that I would be taking the
18 stand as the Class's representative, and that I would be cross-examined in open court about my home, my
19 finances, and my personal life. I was prepared to go through with it.

20 36. Trial began on March 24, 2026. I attended court on March 24 and March 25, 2026, the first
21 two days of trial. Attending trial and preparing to testify required me to be away from work and personal
22 activities, and required me to travel to and from the courthouse in downtown Los Angeles. I was also
23 required to make arrangements for child pick-up and care that I normally would not have to make.

24 37. The Court recessed trial on March 30, 2026. On April 2, 2026, the parties reached a
25 settlement, which was placed on the record. I was never called to testify because the case settled first.

26 **The Settlement and the Plan of Allocation**

27 38. I was kept informed of the settlement discussions that continued after the November 2025
28 mediation session and through trial. I regularly advised and gave feedback on those discussions. When

1 the proposed terms were presented to me, I reviewed them, asked questions of Class Counsel, and
2 considered whether the settlement was fair to the Class as a whole.

3 39. I understand that the Settlement establishes a non-reversionary fund of \$75,000,000, that
4 no part of it returns to Defendants, and that it does not release any claim for personal injury, wrongful
5 death, or medical monitoring.

6 40. I also understand how the Settlement divides the money among Class Members. The plan
7 of allocation pays current homeowners (as of the Settlement Notice date) according to where their homes
8 sit in relation to the source of the contamination at 8020 Deering Avenue and the extent of the plume.
9 Homes in Sub-Area A receive the largest per-home share, homes in Sub-Area B the next largest, and
10 homes in Sub-Area C the smallest.

11 41. Our home at 7031 Keokuk Avenue is in Sub-Area C. Under the plan of allocation that I
12 reviewed and approved on behalf of the Class, our household is in the group of current owners that receives
13 the smallest per-home payment.

14 42. I knew that when I approved the settlement. I did not ask Class Counsel to structure the
15 allocation in a way that would pay my own household more, and I would not have. My job was to get the
16 best result I could for all Class Members, including the homeowners nearer the source whose homes are
17 paid more than mine. I believe this is the fairest way to divide the fund among 3,294 households.

18 43. I approved the settlement on behalf of the Class because I believed, and still believe, that
19 it is a fair, reasonable, and adequate result for every household in the Class Area.

20 **Personal Burdens of Serving as a Class Representative**

21 44. Serving as a Class Representative required me to open up private parts of my life, first to
22 Defendants and ultimately to the public record.

23 45. My marriage to Jed ended during this litigation. Our dissolution was finalized
24 approximately six weeks before trial was set to begin.

25 46. On March 9, 2026, Defendants filed an *ex parte* application asking the Court to postpone
26 the trial for ninety days. One of the grounds Defendants advanced was our divorce. In support of that
27 application, Defendants filed on the public docket in this case the judgment incorporating our marital
28 settlement agreement and other filings from the family-law proceeding. Defendants argued from those

1 materials that our divorce raised questions about our standing and our adequacy as Class Representatives,
2 and predicted that our home would be sold.

3 47. Divorce is difficult for any family, and ours was no exception. When I agreed to serve as a
4 Class Representative, it never occurred to me that the terms of my divorce would be publicly made an
5 issue in this case, or that they would be used to argue that the Class's trial should be put off for another
6 three months. Despite this, I did not step away from the case. I continued preparing for trial with my
7 attorneys and was in the courtroom when trial began two weeks later.

8 48. The sale Defendants predicted did not happen. Jed and I continue to own our home at 7031
9 Keokuk Avenue today, and I remain a member of the Settlement Class.

10 **My Participation in This Case**

11 49. I have been willing to do what is necessary to protect the interests of the members of the
12 Class. This includes:

- 13 (a) Retaining experienced counsel and agreeing in 2021 to serve as a Class Representative on
14 behalf of approximately 3,294 households;
- 15 (b) Searching for, gathering, and reviewing my personal, financial, and property records dating
16 back to 2011, and preparing and verifying responses to the 62 requests for production, 32
17 interrogatories, and 9 requests for admission that remained after Defendants withdrew the
18 twelve requests seeking my medical records;
- 19 (c) A remote mediation lasting most of the day on January 28, 2022;
- 20 (d) Four days of entry into my home by Defendants' counsel and consultants on May 13, 17,
21 18, and 24, 2022, together with roughly two weeks of household disruption surrounding
22 that testing;
- 23 (e) Preparing for and sitting for my deposition on July 25, 2022, and attending the deposition
24 of Jed the same day, from 8:30 that morning until nearly 7:00 that evening;
- 25 (f) Attending the class certification hearing on April 18, 2024;
- 26 (g) Interviews with the *San Fernando Valley Sun / el Sol* in July 2024 to raise Class Members'
27 awareness;
- 28 (h) A full-day, in-person mediation on October 1, 2025;

- 1 (i) A half-day remote mediation session on November 21, 2025;
2 (j) Preparing extensively with Class Counsel to give trial testimony in this case;
3 (k) Attending the first two days of trial on March 24 and March 25, 2026;
4 (l) Reviewing the proposed settlement, including the plan of allocation that places my own
5 home in the lowest-paying group of current owners, and approving it on behalf of the Class;
6 and
7 (m) Regular communication with Class Counsel across more than five years of litigation.

8 50. I remain willing to do whatever is necessary to see this case through final approval and
9 distribution of the settlement to the Class.

10 51. I am also aware that there are attorneys' fees and costs involved in representing the Class,
11 and I have arranged with my attorneys that they will seek recovery of those attorneys' fees and costs from
12 the common fund established as a result of the settlement.

13 I declare under penalty of perjury under the laws of the United States of America that the foregoing
14 is true and correct.

15
16 Executed on September 4, 2026, at Los Angeles, California.

17
18 Alisa Behar
19 ALISA BEHAR