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22
23 IN THE UNITED STATES DISTRICT COURT
24
25 FOR THE CENTRAL DISTRICT OF CALIFORNIA

26 JED and ALISA BEHAR,
27
28 Plaintiffs,
29
30 v.

31 NORTHROP GRUMMAN CORPORATION
32 and NORTHROP GRUMMAN SYSTEMS
33 CORPORATION,
34
35 Defendants.

CASE NO. 2:21-cv-03946-HDV-SK
**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

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CORPORATION

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1 Plaintiffs Alisa Behar and Jed Behar—individually and on behalf of all persons who own a
2 single-family home or townhome within the Class Area as of the date of notice of the settlement, as
3 well as all persons who owned a single-family home or townhome within the Class Area as of July 1,
4 2024, but who have since sold their single-family homes or townhomes as of the date of notice of the
5 settlement, excluding employees of Defendants Northrop Grumman Corporation and Northrop
6 Grumman Systems Corporation (“Defendants”)—and Defendants, subject to the terms and
7 conditions hereof and Final Approval (as defined below), hereby enter into this Joint Stipulation
8 of Class Action Settlement and Release (“Settlement Agreement”). This Settlement Agreement is
9 intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the Released
10 Claims (as defined below) subject to the terms and conditions set forth in this settlement.

11 1. DEFINITIONS

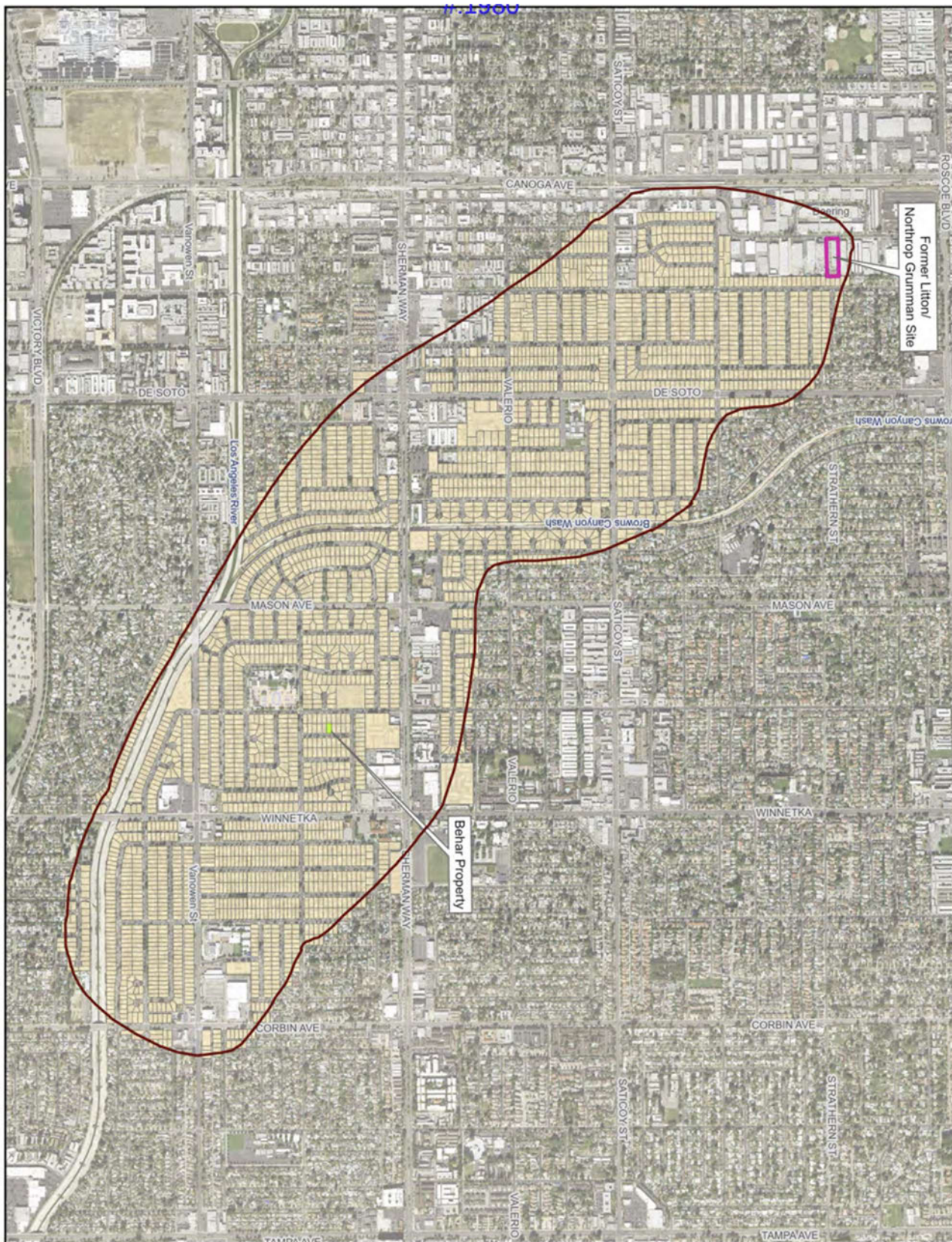
12 1.1 “Action” shall mean the following civil court action: *Behar v. Northrop Grumman*
13 *Corp.* (C.D. Cal. Case No. 2:21-cv-03946-HDV-SK).

14 1.2 “Administrative Costs” shall mean all costs, including all fees, costs, and expenses of
15 the Class Administrator (as defined below), for administering the settlement process, providing the
16 Settlement Notice (as defined below), various efforts to locate Settlement Class Members (as defined
17 below), and coordinating the payment of claims on behalf of the Settlement Class (as defined below).

18 1.3 “Attorney’s Fees and Costs” shall mean the amount ordered by the Court to be paid to
19 Class Counsel (as defined below) under the terms of this Settlement Agreement.

20 1.4 “Class Administrator” shall mean the entity that will be appointed by the Court to
21 provide notice of this proposed class action settlement to the Settlement Class (as defined below) and
22 to perform other related functions to administer the settlement contemplated by this Settlement
23 Agreement.

1 **1.5** “Class Area” shall mean the area described in the Court’s class certification order
2 (Dkt. 175):



1 **1.6** “Class Counsel” shall mean the attorneys representing Plaintiffs and the Class in the
2 Action: Michael Akselrud, W. Mark Lanier, Alex J. Brown, and Ryan D. Ellis of THE LANIER LAW
3 FIRM, P.C., Christopher T. Nidel and William W. Cowles of NIDEL & NACE, P.L.L.C., David Page
4 of ENVIRONMENTAL ENERGY & NATURAL RESOURCES ADVOCATES, P.L.L.C., and
5 Gideon Kracov of LAW OFFICE OF GIDEON KRACOV.

6 **1.7** “Court” means the United States District Court for the Central District of California
7 overseeing the Action (presently, the Honorable Hernán D. Vera).

8 **1.8** “Defense Counsel” shall mean the attorneys representing Defendants in the Action:
9 Marcellus McRae, Abbey Hudson, Christopher Chorba, Daniel Adler, and Katie Geary of Gibson,
10 Dunn & Crutcher LLP, and John Cermak and Hannah Bloink of Cermak & Inglin LLP.

11 **1.9** “Effective Date” shall mean 7 days after *all* of the following conditions have been
12 satisfied:

- 13 a. Execution of this Settlement Agreement by all Parties, Class Counsel, and Defense
14 Counsel;
- 15 b. Submission of this Settlement Agreement to the Court, along with appropriate
16 motions and requests for approval of this Settlement Agreement by the Court;
- 17 c. Preliminary Approval (as defined below) of the Settlement Agreement by the Court;
- 18 d. Mailing of the Settlement Notice (as defined below) to the Settlement Class
19 Members (as defined below) in accordance with the Court’s Order of Preliminary
20 Approval (as defined below);
- 21 e. Expiration of the opt-out date as defined in the Settlement Notice (as defined below);
22 and
- 23 f. A formal fairness hearing, and Final Approval (as defined below) and final judgment
24 in the Action. Except that, in the event there are written objections made before the
25 formal fairness hearing, and/or an appeal from the Court’s approval of the
26 Settlement Agreement is taken, then the Effective Date shall be the later of the
27 following events: (i) when the period for filing any appeal or initiating any other
28 appellate proceeding opposing the settlement has elapsed without any appeal or

1 other appellate proceeding having been initiated; or (ii) any appeal or other appellate
2 proceeding relating to the settlement has been adjudicated finally and conclusively
3 with no right to pursue further remedies or relief; or (iii) any appeal or other
4 appellate proceeding has upheld the Court's final order with no right to pursue
5 further remedies or relief.

6 **1.10** "Final Approval" means an order that finally and unconditionally grants final approval
7 of this Settlement Agreement, enters final judgment with respect to the Action, and authorizes
8 payments to the Class Administrator, the Settlement Class Members (as defined below), and Class
9 Counsel as provided in this Settlement Agreement.

10 **1.11** "Final Approval Hearing" means the hearing to be conducted by the Court to determine
11 whether to finally approve the settlement.

12 **1.12** "Order Granting Preliminary Approval" and "Preliminary Approval" refer to the Court
13 order or statement of decision granting preliminary approval of this Settlement Agreement.

14 **1.13** "Parties" shall mean Plaintiffs, Defendants, and the Settlement Class Members.

15 **1.14** "Plaintiffs" shall mean Alisa Behar and Jed Behar.

16 **1.15** "Released Parties" shall mean Defendants Northrop Grumman Corporation and
17 Northrop Grumman Systems Corporation, including each of their past and present successors,
18 subsidiaries, parents, holding companies, sister and affiliated companies, divisions and other related
19 entities, as well as the successors, predecessors, shareholders, subsidiaries, investors, parent, sister and
20 affiliated companies, including but not limited to Northrop Grumman Guidance and Electronics
21 Company, Inc., officers, directors, partners, assigns, agents, employees, principals, heirs,
22 administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries, insurers, reinsurers,
23 employee benefit plans, and representatives of each of them, both individually and in their official
24 capacities, past or present, as well as all persons acting by, through, under, or in concert with, any of
25 these persons or entities.

26 **1.16** "Service Award" shall mean a Court-approved sum to be paid to Plaintiffs in accordance
27 with Section 4.1.
28

1.17 “Settlement Class” or “Settlement Class Members” shall mean all persons who own a single-family home or townhome within the Class Area as of the date of notice of the settlement, as well as all persons who owned a single-family home or townhome within the Class Area as of July 1, 2024, but who have since sold their single-family homes or townhomes as of the date of notice of the settlement, excluding employees of Defendants.

1.18 “Settlement Fund” refers to the gross settlement amount of Seventy-Five Million Dollars (\$75,000,000.00), which is the total amount Defendants will be required to pay under this Settlement Agreement. The Settlement Fund will include the following elements: (i) payments to Settlement Class Members; (ii) Service Awards to Plaintiffs; (iii) Class Counsel’s Attorneys’ Fees and Costs; and (iv) Administrative Costs.

1.19 “Settlement Notice” refers to the official notice of settlement of class action.

2. RECITALS

2.1 Background and Procedural History

a. On May 10, 2021, Plaintiffs Alisa Behar and Jed Behar filed a Class Action Complaint against Defendants Northrop Grumman Corporation and Northrop Grumman Systems Corporation, Case No. 2:21-cv-03946, in the United States District Court for the Central District of California. Dkt. 1.

b. Plaintiffs filed a First Amended Class Action Complaint on September 1, 2021, Dkt. 41, and a Second Amended Class Action Complaint on March 21, 2023, Dkt. 91. On July 1, 2024, the United States District Court for the Central District of California certified two classes. Dkt. 175.

c. Plaintiffs have alleged that Defendants are responsible for certain contaminants in the soil and groundwater in the Class Area including but not limited to trichloroethylene (TCE) and perchloroethylene (PCE). Plaintiffs have alleged the contamination was caused in the late 1960s to early 1970s by an alleged legal predecessor of Northrop Grumman Systems Corporation. Plaintiffs asserted claims of negligence, private nuisance, and trespass. Plaintiffs claimed the presence of the alleged contamination has caused property values in the Class Area to decrease and that Class Area homes require the installation of mitigation measures to prevent contamination in vapor form from entering the homes (“Mitigation Measures”).

1 d. Defendants have denied these allegations and have contended, among other things, that
2 they are not responsible for any alleged contamination, that there is no evidence of any loss of property
3 value in the Class Area, that there is no evidence of the presence of contamination from its alleged
4 predecessors' operations in any homes—or of any measurable risk that such contamination will ever
5 be present in any homes—in the Class Area, and that there is no evidence of any need for Mitigation
6 Measures at any property. Defendants also claim that the plume of contaminated groundwater in the
7 Class Area has been reduced and will continue to be reduced, and that Defendants' remediation and
8 clean-up efforts have been successful on the site and plume area. Defendants have also asserted
9 affirmative defenses, including that Plaintiffs filed this Action too late.

10 **2.2 Parties' Statements and Recognition of the Benefits of the Settlement**

11 a. The Parties engaged in extensive settlement negotiations throughout the life of this
12 Action and reached this agreement in the middle of trial. On January 28, 2022, the Parties attended a
13 full-day mediation before the Hon. Suzanne Segal via videoconference. That mediation did not result
14 in a settlement. On October 1, 2025, the Parties attended a full-day, in-person mediation before
15 mediator Antonio Piazza. While the mediation did not result in a settlement, the Parties continued their
16 settlement discussions afterwards both with and without Mr. Piazza's help. Class Counsel have
17 concluded that this Settlement Agreement, for the consideration and on the terms set forth in this
18 Settlement Agreement, is fair, reasonable, and adequate, and is in the best interest of the class in light
19 of all known facts and circumstances, including the risk of significant delay, defenses asserted by
20 Defendants, and numerous potential appellate issues.

21 b. Defendants deny all of the claims alleged by Plaintiffs in the Action. Defendants
22 expressly deny any and all charges of wrongdoing or liability arising out of any of the acts, omissions,
23 facts, matters, transactions, or occurrences alleged, or that could have been alleged, in the Action.
24 Nevertheless, Defendants have taken into account the uncertainty and risks inherent in any litigation
25 and have also concluded that further conduct of the Action would be protracted and expensive.
26 Defendants, therefore, have determined that it is desirable and beneficial that the Action be settled in
27 the manner and upon the terms and conditions set forth in the Settlement Agreement. Neither this
28 Settlement Agreement, nor any document referred to or contemplated in this Settlement Agreement,

1 nor any action taken to carry out this Settlement Agreement, is, may be construed as, or may be used
2 as an admission, concession, or indication by or against any of the Released Parties of any fault,
3 wrongdoing, or liability whatsoever.

4 **3. TERMS OF SETTLEMENT AGREEMENT**

5 a. IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs (for
6 themselves and the Settlement Class) and Defendants, by and through their respective attorneys, that,
7 subject to the approval of the Court, the Action will be finally and fully compromised, released,
8 resolved, discharged, and settled, and will be dismissed with prejudice as to Defendants, subject to the
9 terms and conditions of this Settlement Agreement.

10 b. In the event that (i) the Court does not execute an Order of Final Approval, (ii) any such
11 Order of Final Approval does not become final for any reason, or is modified in any material respect,
12 (iii) the Effective Date does not occur, or (iv) any of the conditions set forth in this Settlement
13 Agreement do not occur, this Settlement Agreement and the preceding Memorandum of Understanding
14 dated March 30, 2026, shall be deemed null and void and shall be of no force or effect whatsoever, and
15 shall not be referred to or utilized for any purpose whatsoever.

16 **4. DISTRIBUTION OF THE SETTLEMENT FUND**

17 a. In consideration for settlement of the Action and the release of claims of the Settlement
18 Class, Defendants agree to pay the sum of Seventy-Five Million Dollars (\$75,000,000.00) (the
19 "Settlement Fund"). Any Administrative Costs, Attorney's Fees and Costs, and Service Awards for
20 Plaintiffs shall be deducted from the Settlement Fund.

21 b. The occurrence of the Effective Date is a prerequisite to any distributions from the
22 Settlement Fund.

23 c. This is a non-reversionary settlement in which Defendants are required to pay the entire
24 Settlement Fund. No portion of the Settlement Fund will revert to Defendants.

25 d. No later than 7 days after the execution of this Settlement Agreement, Class Counsel
26 will seek bids from at least 3 class administrators and provide them to Defense Counsel. The Parties
27 shall then agree to the appointment of the Class Administrator for the purpose of administering the
28 settlement process.

4.1 Plaintiffs' Service Awards

In addition to the amounts determined to be due to Plaintiffs as Settlement Class Members under this Settlement Agreement, Class Counsel and Plaintiffs intend to apply to the Court for Service Awards for Plaintiffs, in the amount of no more than Thirty Thousand Dollars (\$30,000.00) per Plaintiff. Plaintiffs intend to request the Service Awards as an enhancement for Plaintiffs' roles in prosecuting the Action, taking the risks of serving as the named representatives, providing factual information and documentation necessary to the prosecution of the Action, maintaining contact with Class Counsel, and other participation necessary to the successful prosecution of the Action. Additionally, Plaintiffs sat for depositions, responded to discovery, opened their home for multiple days of inspection, attended trial, and prepared extensively to testify at trial. Any Service Award approved by the Court in conjunction with the Settlement shall be paid from the Settlement Fund.

4.2 Attorney's Fees and Costs

a. Class Counsel intends to request an award of attorney's fees of up to forty percent (40%) of the Settlement Fund to compensate Class Counsel for fees incurred for work already performed in the Action, and the work remaining to be performed in documenting the Settlement Agreement, securing Court approval of the Settlement Agreement, administering the Settlement Agreement, and obtaining dismissal of the Action with prejudice. Class Counsel also intends to request an award of reasonable costs and expenses as will be submitted to the Court to be paid out of the Settlement Fund (together with attorney's fees, "Attorney's Fees and Costs"). Defendants may object to Class Counsel's request for Attorney's Fees and Costs. The exact amount awarded to Class Counsel shall be subject to approval of the Court or, if there is any appeal, the court of appeals or the United States Supreme Court. In the event of an appeal, Class Counsel intends to request an award of Attorney's Fees of up to forty-five percent (45%) of the Settlement Fund to compensate Class Counsel for fees incurred for anticipated additional work of defending against any appeals. Class Counsel further intends to request costs and expenses be awarded out of the Settlement Fund associated with any appeal.

b. Class Counsel will submit an application for Attorney's Fees and Costs to the Court for approval before the date of the Final Approval Hearing. The Parties agree that, over and above the total amount of the Court-approved Attorney's Fees and Costs award in the Action, each of the Parties,

1 including all persons eligible to be Settlement Class Members, shall bear their own fees and costs
2 relative to the investigation, filing, prosecution or settlement of the Action, the negotiation, execution,
3 or implementation of this Settlement Agreement, and/or the process of obtaining, administering, or
4 challenging a class-certification order and/or Final Approval.

5 c. The Parties do not agree on what has been called a “Clear-Sailing Provision.” To the
6 contrary, Defendants reserve their right to oppose any application for Attorney’s Fees and Costs.

7 d. The Parties agree that Class Counsel shall be solely responsible for the division and
8 distribution of any and all Court-approved Attorney’s Fees and Costs awarded in the Action to Class
9 Counsel subject to Court approval.

10 e. All claims for Attorneys’ Fees and Costs that Class Counsel, Plaintiffs, and the
11 Settlement Class Members may possess against Defendants have been compromised and resolved in
12 this Settlement Agreement.

13 **4.3 Administrative Costs**

14 a. The Administrative Costs associated with administering the settlement process shall be
15 deducted from the Settlement Fund. No fewer than 10 court days before the Final Approval Hearing,
16 the Class Administrator shall provide the Court and all counsel for the Parties with a declaration
17 detailing the Administrative Costs.

18 b. The Parties agree to cooperate in the settlement administration process and to make all
19 efforts to control and minimize the Administrative Costs of this Settlement.

20 **4.4 Allocation of Net Settlement Proceeds to Settlement Class Members**

21 a. The “Net Settlement Proceeds” shall equal the Settlement Fund minus the total of
22 (i) Court-approved Attorney’s Fees and Costs; (ii) Court-approved Service Awards to Plaintiffs; and
23 (iii) all Administrative Costs.

24 b. The Net Settlement Proceeds shall be distributed as follows:

- 25 1. \$100,000.00 shall be distributed equally among Settlement Class Members who
26 owned a single-family home or townhome within the Class Area as of July 1,
27 2024, but who have since sold their single-family homes or townhomes as of the
28 date of notice of the settlement, and who submit valid and timely claims;

1 2. All remaining Net Settlement Proceeds shall be distributed as follows:

2 i. 40% of the remaining Net Settlement Proceeds shall be distributed
3 among Settlement Class Members who own homes as of the date of
4 notice of the settlement within the Class Area which are contained within
5 the “Area 1 (Priority Study Area)” or “Area 2 (Contingency Study
6 Area)” (789 homes) as identified in the Revised Off-Property Vapor
7 Intrusion Investigation Summary Report prepared by Geosyntec
8 Consultants, dated July 16, 2020 (Trial Exhibit 396, at EX_396.0063),
9 and who submit valid and timely claims.

10 ii. 28% of the remaining Net Settlement Proceeds shall be distributed
11 among Settlement Class Members who own homes as of the date of
12 notice of the settlement within the Class Area west of Browns Canyon
13 Wash, yet outside of “Area 1 (Priority Study Area)” or “Area 2
14 (Contingency Study Area)” (809 homes) as identified in the Revised Off-
15 Property Vapor Intrusion Investigation Summary Report prepared by
16 Geosyntec Consultants, dated July 16, 2020 (Trial Exhibit 396, at
17 EX_396.0063), and who submit valid and timely claims.

18 iii. 32% of the remaining Net Settlement Proceeds shall be distributed
19 among Settlement Class Members who own homes as of the date of
20 notice of the settlement within the Class Area east of Browns Canyon
21 Wash (1696 homes), and who submit valid and timely claims.

22 c. The Class Administrator will issue the necessary IRS tax forms to Settlement Class
23 Members.

24 d. The Parties are not providing any advice regarding and have not made any
25 representations regarding the tax obligations or consequences, if any, related to this Settlement
26 Agreement. The Parties agree that Defendants, Plaintiffs, Class Counsel, and each Settlement Class
27 Member are solely responsible for determining the tax consequences of their respective payments made
28 pursuant to this Settlement Agreement and for paying taxes, if any, which are determined to be owed

1 by each of them on such payments (including penalties and interest related thereto) by any taxing
2 authority, whether state, local, or federal.

3 e. Defendants shall not be held responsible or liable in the event of any dispute about the
4 allocation of settlement proceeds among Settlement Class Members or about the tax consequences of
5 such proceeds. Settlement Class Members agree to hold Defendants harmless against any claims
6 arising out of such disputes.

7 **4.5 Total Financial Commitment**

8 Defendants' total financial commitment pursuant to this Settlement Agreement shall be exactly
9 Seventy-Five Million Dollars (\$75,000,000.00), inclusive of all Administrative Costs, all taxes, all
10 Service Awards to Plaintiffs, and all Attorney's Fees and Costs approved by the Court. Under no
11 circumstances shall Defendants be required to pay any amount other than exactly Seventy-Five Million
12 Dollars (\$75,000,000.00) pursuant to this Settlement Agreement.

13 **5. CLAIMS RELEASED BY SETTLEMENT AGREEMENT**

14 a. In exchange for the payments by Defendants as described in this Settlement Agreement,
15 upon the Effective Date, the Settlement Class Members, including Plaintiffs (who shall not opt out),
16 shall fully release and discharge the Released Parties from any and all claims, judgments, liens, losses,
17 debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages,
18 indemnities, actions, causes of action, and obligations of every kind and nature in law, equity or
19 otherwise, known or unknown, suspected or unsuspected, foreseen or unforeseen, developed or
20 undeveloped, disclosed or undisclosed, contingent or accrued, liquidated or unliquidated, arising under
21 common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law,
22 statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that
23 Plaintiffs and Settlement Class Members ever had, now have, may have, or hereafter can, shall, or may
24 ever have against the Released Parties for property damage or Mitigation Measures that arise out of or
25 relate to the facts alleged in the Second Amended Complaint (Dkt. 91) or Section VII of the Proposed
26 Final Pretrial Conference Order (Dkt. 348-1 at 10–20) ("Released Claims"). Released Claims include
27 any unknown claims for property damage or Mitigation Measures that Settlement Class Members do
28 not know or suspect to exist in their favor, which, if known by them, might have affected this Settlement

1 Agreement with Defendants and this release of Released Parties. The Parties agree that this releasing
2 language shall not apply to claims based on an alleged personal injury, wrongful death, or claims for
3 medical monitoring.

4 b. After entering into this Settlement Agreement, Plaintiffs and the Settlement Class
5 Members may discover facts in addition to or different from those they may now know or believe to
6 be true with respect to the subject matter of the Released Claims. The Released Claims include known
7 or unknown claims for property damage or Mitigation Measures and this Settlement Agreement is
8 expressly intended to cover and include all such injuries or damages, including all rights of action
9 thereunder. The Parties agree that this releasing language shall not apply to claims based on an alleged
10 personal injury, wrongful death, or claims for medical monitoring.

11 c. Plaintiffs and Settlement Class Members expressly, knowingly, and voluntarily waive,
12 Section 1542 of the California Civil Code ("Section 1542"), which provides that: **"A GENERAL**
13 **RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING**
14 **PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE**
15 **TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,**
16 **WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
17 **DEBTOR OR RELEASED PARTY."** Settlement Class Members expressly waive and relinquish
18 any and all rights and benefits that they may have under, or that may be conferred upon them by, the
19 provisions of Section 1542, or any other law of any state or territory that is similar, comparable or
20 equivalent to Section 1542, to the fullest extent they may lawfully waive such rights or benefits
21 pertaining to the Released Claims. In connection with such waiver and relinquishment, Settlement
22 Class Members acknowledge that they are aware that they or their attorneys may hereafter discover
23 claims or facts in addition to or different from those that they now know or believe exist with respect
24 to the Released Claims, but that it is their intention to fully, finally, and forever settle and release all of
25 the Released Claims, known or unknown, suspected or unsuspected, asserted or unasserted, or past,
26 present or future, that they have against the Released Parties. In furtherance of such intention, the
27 release given shall be and remain in effect as a full and complete general release of the Released Claims
28 notwithstanding the discovery or existence of any such additional or different claims or facts. Each

1 Settlement Class Member will expressly acknowledge that he, she, or it has had an opportunity to seek
2 the advice of Class Counsel or other counsel about the contents and effect of Section 1542 and will,
3 with knowledge, expressly waive whatever benefits they may have had under Section 1542. Settlement
4 Class Members acknowledge that the foregoing waiver was expressly bargained for and a material
5 element of this Settlement Agreement.

6 d. The Parties intend that this Settlement Agreement shall be binding on Plaintiffs and all
7 Settlement Class Members, whether or not they actually submit a valid claim and receive a payment
8 pursuant to this Settlement Agreement. This Settlement Agreement shall constitute, and may be
9 pleaded as, a complete and total defense to any Released Claims if raised in the future. Settlement
10 Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the
11 institution, commencement, filing, or prosecution of any suit, action, and/or other proceeding against
12 the Released Parties with respect to the claims, causes of action, and/or any other matters subject to
13 this Release. To the extent that they have initiated, or caused to be initiated, any suit, action, or
14 proceeding against any Released Party involving, arising out of, or relating to a Released Claim not
15 already encompassed by the Action, Settlement Class Members shall promptly cause their claims in
16 any such suit, action, or proceeding to be dismissed with prejudice. If a Settlement Class Member
17 commences, files, initiates, or institutes any legal action or other proceeding for any Released Claim
18 against any Released Party in any federal or state court, arbitral tribunal, or administrative or other
19 forum, (1) such legal action or other proceeding shall be dismissed with prejudice; and (2) any refusal
20 or failure to immediately dismiss such claims shall provide a basis for that Released Party to seek an
21 injunction or other appropriate relief.

22 e. Class Counsel shall reasonably cooperate with the Released Parties to ensure that the
23 release set forth in the Final Approval Order is given its full force and effect (including by seeking the
24 inclusion of the releases in the Final Approval Order and Final Judgment) and to ensure that Plaintiffs
25 and all Settlement Class Members comply with their obligations set forth in this Settlement Agreement.

26 f. Defendants reserve the right to contend that any applicable statutes of limitations or
27 repose have been running and will continue to run on any claim that is not alleged in the Second
28 Amended Complaint or that has been abandoned or waived through stipulations in this Action;

Defendants also reserve the right to contend that no such claims will relate back to the filing of any of the pleadings in this Action.

6. SCHEDULE FOR FINALIZING SETTLEMENT AGREEMENT

Plaintiffs and Defendants stipulate and agree to the following schedule and procedures for obtaining the Court's approval of the Settlement Agreement, including seeking certification of the Settlement Class, notifying the Settlement Class, and processing all benefits provided under this Settlement Agreement:

6.1 Seeking Preliminary Approval of Settlement Agreement

a. Within 60 days of the execution of this Settlement Agreement, Plaintiffs will move the Court for (a) preliminary approval of the Settlement Agreement, (b) approval of the Settlement Notice, settlement notice procedure, and appointment of the Class Administrator, and (c) the scheduling of a settlement fairness hearing on the question of whether the terms of this Settlement Agreement should be finally approved as fair, reasonable, and adequate as to Plaintiffs and the Settlement Class (collectively, "Motion for Preliminary Approval"). As a part of this motion, Plaintiffs will submit (and attach a copy of) this Settlement Agreement.

b. Class Counsel shall provide Defendants with at least 15 days to review and provide comments on the Motion for Preliminary Approval before the motion and supporting papers are filed with the Court.

c. Within 10 days after the filing of the Motion for Preliminary Approval, Defendants shall comply with the "Notification of Settlement" requirements of the Class Action Fairness Act (28 U.S.C. § 1715). Before the date set for the preliminary approval hearing, Defendants shall file a proof of service with the Court indicating compliance with 28 U.S.C. § 1715.

6.2 Providing Class Data to Class Administrator

Within 30 days of the Order Granting Preliminary Approval, Class Counsel agree to provide to the Class Administrator a "class list" and the following information for each Class Member: (a) name; (b) last known address; and (c) personal e-mail address and/or telephone number, if available. The foregoing information will be provided to the Class Administrator on a confidential basis, and the Class Administrator agrees to use this information only for purposes of verifying the accuracy of the

1 information. The Class Administrator shall agree not to use the information for any purpose other than
2 the administration of the settlement of the Action and agrees not to disclose the information to any third
3 party. The Class Administrator shall also agree to use industry-standard practices to keep secure
4 Settlement Class Member's information.

5 **6.3 Settlement Notice**

6 If the Court grants Preliminary Approval of the Settlement Agreement, a Settlement Notice
7 shall be provided to the Settlement Class as follows:

- 8 a. 14 days after Plaintiffs provide to the Class Administrator the class list referenced in
9 Section 6.2, the Class Administrator shall send a Settlement Notice to all Settlement
10 Class Members by regular U.S. Mail, postage prepaid, and supplement with e-mail
11 notice, if feasible. In order to provide the best notice practicable, any Settlement
12 Notice returned as undelivered shall be sent to the forwarding address affixed thereto,
13 if any. If no forwarding address is provided for a Settlement Notice that is returned
14 as undelivered, the Class Administrator will use a reliable computer search method to
15 locate a current address. If no current address is located, the Settlement Notice for
16 that individual will be deemed undeliverable.
- 17 b. The Class Administrator shall also cause the Settlement Notice to be published in at
18 least two local print periodicals whose circulation area includes the Class Area.
- 19 c. The Class Administrator shall also use geographically targeted social media and web
20 advertising to inform potential class members about the settlement and provide a link
21 to the class settlement website.
- 22 d. The Settlement Notice shall be provided in both English and Spanish and shall, at a
23 minimum, include the following: (i) the estimated amount the Class Member can
24 expect to receive or a range of amounts based on the plan of allocation described
25 above, with an explicit disclaimer that the amounts are *estimates only* (unless making
26 an estimate is impracticable given the uncertainty about the number of Class Members
27 who will submit valid claims); (ii) information informing Settlement Class Members
28 of their right to object or opt out; (iii) a statement that the Settlement Agreement will

1 have preclusive effect and that participation in the Settlement shall result in a release
2 of Released Claims; and (iv) notification that Settlement Class Members are solely
3 responsible for determining the tax consequences of payments made pursuant to this
4 Settlement Agreement.

5 e. The Settlement Notice shall inform Settlement Class Members of their right to opt out
6 of the Settlement Class and be excluded from receiving any benefits for the Released
7 Claims under the Settlement Agreement by completing and mailing a written opt-out
8 request to the Class Administrator no later than 45 days after the postmark date of the
9 Settlement Notice. Any member of the Settlement Class who submits a timely and
10 valid request to opt out will receive no settlement payment for the Released Claims
11 and will not be bound by the terms of the Settlement Agreement nor have any right to
12 object to, appeal from, or comment on it. Late-submitted opt-out requests will not be
13 accepted by the Class Administrator and shall not be effective. The Class
14 Administrator will certify jointly to Class Counsel and Defense Counsel which
15 requests to opt out were valid and timely submitted.

16 f. The Class Administrator shall create and maintain a website, which will include links
17 to the Settlement Notice, Motions for Preliminary and Final Approval, and Motion for
18 Attorney's Fees as they become available, until the Effective Date. The website shall
19 also include links to any other documents or information the Class Administrator
20 deems necessary to perform its duties. The Motion for Attorney's Fees and any related
21 filings shall be available on the website for a reasonable period of time of no less than
22 20 days before the deadline for class members to file an objection to the Settlement
23 Agreement. The class settlement website shall also permit Settlement Class Members
24 to file claims electronically.

25 g. At least 21 days before the Final Approval Hearing, the Class Administrator shall
26 prepare a declaration of due diligence and proof of mailing of the Settlement Notice
27 and e-mail (if e-mail was deemed feasible), and any attempts by the Class
28 Administrator to locate the Settlement Class Members, to Class Counsel and Defense

Counsel for presentation to the Court. The Class Administrator will attach to the declaration a report showing the name of each individual who submitted a timely and valid opt-out request. Class Counsel shall be responsible for filing the declaration with the Court.

- h. If at any point the Class Administrator determines that it needs additional time, the Class Administrator shall inform the Parties regarding the situation, and the Parties will seek from the Court a modification of the schedules contained in this Settlement Agreement or any Court Order, to be consistent with the recommendations and requests of the Class Administrator. However, the Class Administrator shall not make a request for a time modification if the need for additional time is a result of any Party failing to provide information as required in this Settlement Agreement on a timely basis. If a Party fails to provide required information according to this schedule, any other Party reserves the right to seek the Court's intervention to ensure compliance with the agreed terms of this Settlement Agreement.

6.4 Submission of Claims

a. Any Settlement Class Member who intends to submit a claim must submit a written or electronic claim, along with any supporting documents, to the Class Administrator no later than 60 days after the postmark date of the Settlement Notice. To be valid, a written or electronic claim must include the Class Member's (i) name, (ii) address of property owned in the Class Area, (iii) mailing address (if different), (iv) phone number, (v) e-mail address, (vi) proof of ownership of a home in the Class Area as of July 1, 2024, or the date of the Settlement Notice, (vii) verification that they are not an employee of any Defendant, and (viii) signature.

b. Proof of ownership may include, for example, a property deed, title insurance policy, mortgage statement, property tax statement, settlement/closing statement, homeowners insurance policy declaration page, certificate of title, government record evidencing ownership, or utility bills (water, electric, gas, sewer, or trash) listing the Settlement Class Member's address and showing that the Settlement Class Member owned the property in the Class Area as of July 1, 2024, or the date of the Settlement Notice.

1 c. Only claims submitted to the Class Administrator will be accepted. No claim submitted
2 to a third party (e.g., a claims aggregator) will be valid. If the Class Administrator receives a claim
3 from any third party, the Class Administrator will take steps to contact the claimant and explain how
4 to submit a claim directly to the Class Administrator. The Class Administrator will have discretion to
5 accept claims made through a third party as timely even if the claim made directly to the Class
6 Administrator comes after the claims deadline, provided the claim is made directly to the Class
7 Administrator within thirty days of the claims deadline.

8 **6.5 Objections to Settlement Agreement after Preliminary Approval**

9 a. Any Settlement Class Member who intends to object to this Settlement Agreement must
10 submit a written objection, along with any supporting documents, to the Court no later than 45 days
11 after the postmark date of the Settlement Notice by mailing it to or filing it with the Court. The written
12 objection must set forth, in clear and concise terms, the legal and factual arguments supporting the
13 objection and be signed by the objecting Settlement Class Member.

14 b. Settlement Class Members who fail to make objections in the manner specified above
15 shall be deemed to have waived any and all objections and shall be foreclosed from making any
16 objection, whether by appeal or otherwise, to the settlement or this Settlement Agreement. The
17 postmark will be deemed the exclusive means for determining that the Notice of Objection is timely.

18 c. Settlement Class Members who timely submit a written objection have the option to
19 appear at the Final Approval Hearing, either in person or through their own counsel. To appear, Class
20 Members must include a statement about the intent to appear at the Final Approval Hearing (“Notice
21 of Intention to Appear”) in the objection. No member of the Settlement Class shall be entitled to be
22 heard at the Final Approval Hearing unless the Class Member submits the Notice of Intention to
23 Appear, without permission of the Court. The Notice of Intention to Appear must include copies of
24 any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the
25 Court in connection with the Final Approval Hearing.

26 d. Class Counsel and Defense Counsel shall file any response(s) to any objections to the
27 Settlement Agreement no later than 14 days before the Final Approval Hearing.
28

6.6 Final Approval of Settlement Agreement

a. At least 30 days before the Final Approval Hearing, Plaintiffs shall file a Motion for Final Approval.

b. Class Counsel shall provide Defendants with at least 15 days to review and provide comments on the Motion for Final Approval before the motion and supporting papers are filed with the Court.

6.7 Duties of the Parties in Connection with Final Court Approval

In connection with Final Approval, Class Counsel and Defense Counsel will submit a proposed Judgment and a proposed Order Granting Final Approval of Class Action Settlement: approving the settlement, adjudicating the terms thereof to be fair, reasonable, and adequate, and directing consummation of all terms and provisions as provided in this Settlement Agreement.

6.8 Timing and Manner of Payments

a. Defendants shall not have any obligation to fund the Settlement Fund until after the Effective Date. The Class Administrator shall set up the qualified settlement fund and provide wire instructions to Defendants. Within 30 days of the Effective Date, Defendants will wire the Settlement Fund Seventy-Five Million Dollars (\$75,000,000.00) to fund the Settlement to the Class Administrator, which shall be deposited by the Class Administrator into a qualified settlement fund established pursuant to Internal Revenue Code §1.468B-1. These funds shall be under the exclusive control of the Class Administrator and shall be used solely for the purpose of fulfilling the terms of the Settlement Agreement. Any interest with respect to the Settlement Fund shall accrue to the benefit of the Settlement Class Members. The monetary relief to the Settlement Class Members, all fees and expenses of the Class Administrator, and any and all taxes arising out of any interest or other income derived from the Settlement Fund shall be paid from the Settlement Fund.

b. The Class Administrator shall take all reasonable efforts to make payments from the Settlement Fund within 45 days after the Effective Date. The Class Administrator will send individual checks by certified mail to the address on file with the Class Administrator. There will be only one payment per single-family home or townhome in the Class Area, regardless of the number of owners (except in the case of single-family homes or townhomes that were sold after July 1, 2024).

1 c. Checks sent to Settlement Class Members under this Settlement Agreement shall remain
2 valid and negotiable for 180 days from the date of their mailing, and thereafter may be automatically
3 canceled if not cashed by the payee within that time. The Class Administrator will provide notice to
4 Plaintiffs' Counsel of any uncashed checks and the Class Administrator shall have responsibility to
5 attempt to locate the impacted Class Members and re-issue checks with an expiration date 90 days
6 following the re-issuing of the checks. In the event any Settlement Class Member(s) cannot be located
7 within 180 days of the expiration of the initial settlement checks, uncashed settlement check(s) will be
8 redistributed equally amongst the Participating Settlement Class Members who timely cashed their
9 checks during the initial distribution. There will only be one redistribution. If additional funds remain
10 after the redistribution, the Court shall designate an appropriate cy pres beneficiary for the remaining
11 funds. No person shall have any claim against Defendants, Released Parties, Defense Counsel,
12 Plaintiffs, any member of the Settlement Class, Class Counsel, or the Class Administrator based on
13 distributions and payments made in accordance with this Settlement Agreement.

14 7. OTHER PROVISIONS

15 7.1 Voiding the Settlement Agreement

16 a. If the Court declines to approve or modifies (i) the financial consideration for this
17 Settlement Agreement, (ii) the definition of the Settlement Class, or (iii) Section 5 (governing the
18 Released Claims), the entire Settlement Agreement shall become voidable and unenforceable as to
19 Plaintiffs and Defendants, at the option of either Party. Each Party may exercise its option to void this
20 Settlement Agreement as provided above by giving notice, in writing, to the other and to the Court at
21 any time before Final Approval.

22 b. The Parties agree that the effectiveness of this Settlement Agreement is not contingent
23 upon the Court's approval of any Attorneys' Fees and Costs or Service Awards to Plaintiffs. If the
24 Court declines to approve, in whole or in part, a request for Attorneys' Fees and Costs or Service
25 Awards to Plaintiffs, all remaining provisions in this Settlement Agreement shall remain in full force
26 and effect. No decision by the Court, or modification or reversal or appeal of any decision by the
27 Court, concerning the payment of Attorneys' Fees and Costs or Service Awards to Plaintiffs, or the
28

1 amount thereof, shall be grounds for cancellation, termination, or modification of this Settlement
2 Agreement.

3 c. If [REDACTED] of the Settlement Class submits timely and valid requests
4 to opt out pursuant to the terms and procedures of the Settlement Notice, this entire Settlement
5 Agreement shall become voidable and unenforceable as to Plaintiffs and Defendants, at Defendants'
6 sole discretion. Defendants may exercise such option by giving notice, in writing, to Class Counsel
7 and to the Court at any time before Final Approval. The Parties agree that this provision shall be filed
8 under seal and shall remain sealed until the termination of the case, including the resolution of all
9 appeals.

10 **7.2 Communications to Class Counsel or Defense Counsel**

11 All communications to Class Counsel or Defense Counsel shall be sent by e-mail with a hard
12 copy sent by first-class mail to:

TO CLASS COUNSEL:

Michael Akselrud
Michael.Akselrud@lanierlawfirm.com
W. Mark Lanier
WML@lanierlawfirm.com
Alex Brown
Alex.Brown@lanierlawfirm.com
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LAW OFFICE OF GIDEON KRACOV
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Telephone: (213) 629-2071

TO DEFENSE COUNSEL:

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12121 Wilshire Boulevard, Suite 322
Los Angeles, CA 90025-1166
Telephone: 424.465.1531
Facsimile: 424.371.5032

7.3 Mutual and Full Cooperation

a. Plaintiffs and Defendants, by and through their respective counsel, agree to fully cooperate with each other to accomplish the approval by the Court of the terms of this Settlement Agreement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties agree to use their best efforts, including all efforts contemplated by this Settlement Agreement, and any other

1 efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement
2 Agreement.

3 b. The Parties agree that they will not attempt to encourage any Settlement Class Members
4 to object to the proposed settlement or to opt out. Plaintiffs and Class Counsel will make every
5 reasonable effort to accurately explain the benefits of this Settlement Agreement in response to any
6 questions from any member of the Settlement Class.

7 **7.4 No Admission of Liability**

8 Nothing in this Settlement Agreement shall constitute any admission by the Released Parties of
9 wrongdoing or liability or of the truth of any factual allegations in the Action. To the contrary,
10 Defendants have denied and continue to deny each and every material factual, procedural, and/or legal
11 allegation and alleged claim asserted in the Action. To this end, the settlement of the Action, the
12 negotiation and execution of this Settlement Agreement, and all acts performed or documents executed
13 pursuant to or in furtherance of this Settlement Agreement or the settlement are not, shall not be deemed
14 to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of
15 the Released Parties or of the truth of any of the factual allegations in any complaint filed in this Action,
16 and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault
17 or omission on the part of the Released Parties, or any of them, in any civil, criminal, or administrative
18 proceeding in any court, administrative agency, or other tribunal.

19 **7.5 Binding Nature of Settlement Agreement**

20 a. This Settlement Agreement shall be binding upon, and inure to the benefit of, the
21 successors or assigns of the Released Parties. Plaintiffs and the Settlement Class represent, covenant,
22 and warrant that they have not, directly or indirectly, assigned, transferred, or encumbered any claim,
23 demand, action, cause of action, or rights released in the Released Claims section of this Settlement
24 Agreement.

25 b. This Settlement Agreement may be amended or modified only by a written instrument
26 signed by Class Counsel and Plaintiffs, as well as Defense Counsel and Defendants. No rights under
27 this Settlement Agreement may be waived except in writing.
28

1 c. This Settlement Agreement constitutes the entire Settlement Agreement between
2 Plaintiffs, the Settlement Class, and Defendants relating to the terms contained in this Settlement
3 Agreement. All prior or contemporaneous settlement agreements, understandings, and statements,
4 whether oral or written, whether express or implied, and whether by a Party or its counsel—including
5 specifically the Memorandum of Understanding entered into on March 30, 2026—are superseded by
6 this Settlement Agreement. No oral or written representations, warranties, or inducements have been
7 made to any Party concerning this Settlement Agreement other than the representations, warranties,
8 and covenants contained and memorialized in the Settlement Agreement itself.

9 d. Paragraph titles or captions contained in this Settlement Agreement are inserted as a
10 matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
11 this Settlement Agreement or any of its provisions.

12 **7.6 Dispute Resolution**

13 Except as authorized in this Settlement Agreement, all disputes concerning the interpretation,
14 implementation, calculation, or payment of the Settlement Fund or other disputes regarding compliance
15 with or enforcement of this Settlement Agreement will be resolved by the Court. Before bringing any
16 disputes to the Court, however, the Parties will confer in good faith and attempt to resolve any disputes
17 amicably and consistent with this Settlement Agreement.

18 **7.7 Enforcement Action**

19 In the event that one or more of the Parties institutes any legal action or other proceeding against
20 any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights
21 and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to
22 recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert
23 witness fees in connection with any enforcement actions.

24 **7.8 Restriction on Publicity**

25 The Parties and their counsel shall not make any statements that are inconsistent with the
26 Settlement Notice and this Settlement Agreement. Plaintiffs agree not to make disparaging public
27 statements about the Released Parties and/or Defense Counsel related to the Settlement or the
28

1 allegations in the Action, and Defendants agree not to make disparaging public statements about
2 Plaintiffs and/or Class Counsel.

3 **7.9 Governing Law and Joint Drafting of Settlement Documents**

4 a. All terms of this Settlement Agreement and related documents shall be governed by and
5 interpreted according to the laws of the State of California, without respect to choice-of-law rules of
6 any state.

7 b. Class Counsel and Defense Counsel have arrived at this Settlement Agreement as a
8 result of a series of arm's-length negotiations, taking into account all relevant factors, present and
9 potential.

10 c. This Settlement Agreement has been drafted jointly by Class Counsel and Defense
11 Counsel and, therefore, in any construction or interpretation of this Settlement Agreement, the same
12 shall not be construed against any of the Parties.

13 d. The Parties must comply with all portions of the Stipulated Protective Order (Dkt. 59)
14 including Section VIII, which limits the use of Protected Material (as defined in the Protective Order)
15 to prosecuting, defending, or attempting to settle this Action and Section XV, which requires the return,
16 destruction, or deletion of Protected Material within 60 days of the final disposition of the Action.

17 **7.10 Counterparts**

18 This Agreement may be executed in one or more counterparts, which may be filed with the
19 Court. All executed counterparts, and each of them, shall be deemed to be one and the same instrument.
20 A complete set of executed counterparts shall be filed with the Court as part of Plaintiffs' Motion for
21 Preliminary Approval. All executed copies of this Agreement and photocopies thereof (including e-
22 mailed copies of the signature pages) shall have the same force and effect and shall be as legally binding
23 and enforceable as the original.

24 **7.11 Parties' Authority**

25 The signatories hereto represent that they are fully authorized to enter into this Settlement
26 Agreement and are fully authorized to bind Plaintiffs, the Settlement Class, and Defendants to all terms
27 stated in this Settlement Agreement.

28 [SIGNATURE PAGE FOLLOWS]

READ CAREFULLY BEFORE SIGNING

PLAINTIFF JEDIDIAH BEHAR

Dated: April 2, 2026

Jedidiah Behar

Jedidiah Behar, Plaintiff

PLAINTIFF ALISA BEHAR

Dated: April 2, 2026

Alisa Behar, Plaintiff

**NORTHROP GRUMMAN CORPORATION AND
NORTHROP GRUMMAN SYSTEMS
CORPORATION (DEFENDANTS)**

Dated: April 2, 2026

Erica Lai, Corporate Counsel to Northrop Grumman
Systems Corporation on behalf of the Defendants

READ CAREFULLY BEFORE SIGNING

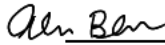
PLAINTIFF JEDIDIAH BEHAR

Dated: April 2, 2026

Jedidiah Behar, Plaintiff

PLAINTIFF ALISA BEHAR

Dated: April 2, 2026



Alisa Behar, Plaintiff

**NORTHROP GRUMMAN CORPORATION AND
NORTHROP GRUMMAN SYSTEMS
CORPORATION (DEFENDANTS)**

Dated: April 2, 2026

Erica Lai, Corporate Counsel to Northrop Grumman
Systems Corporation on behalf of the Defendants

READ CAREFULLY BEFORE SIGNING

PLAINTIFF JEDIDIAH BEHAR

Dated: April 2, 2026

Jedidiah Behar, Plaintiff

PLAINTIFF ALISA BEHAR

Dated: April 2, 2026

Alisa Behar, Plaintiff

**NORTHROP GRUMMAN CORPORATION AND
NORTHROP GRUMMAN SYSTEMS
CORPORATION (DEFENDANTS)**

Dated: April 2, 2026



Erica Lai, Corporate Counsel to Northrop Grumman
Systems Corporation on behalf of the Defendants

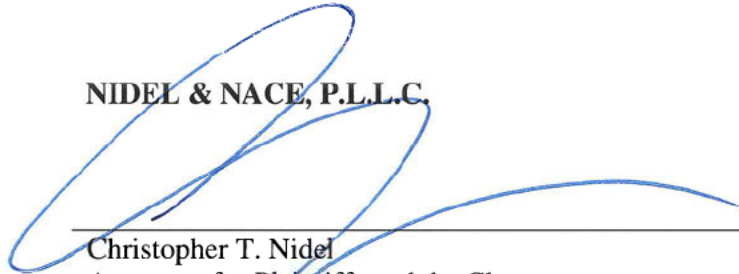
APPROVED AS TO FORM ONLY

Dated: April 2, 2026

GIBSON, DUNN & CRUTCHER

Abbey Hudson
Attorneys for Defendants Northrop Grumman
Corporation and Northrop Grumman Systems
Corporation

Dated: April 2, 2026

NIDEL & NACE, P.L.L.C.

Christopher T. Nidel
Attorneys for Plaintiffs and the Class

Dated: April 2, 2026

THE LANIER LAW FIRM, P.C.

Ryan D. Ellis
Attorneys for Plaintiffs and the Class

EXHIBIT 1A

FILED UNDER SEAL