Michael Akselrud (SBN 285033)
Michael.Akselrud@lanierlawfirm.com
THE LANIER LAW FIRM, P.C.
2829 Townsgate Rd., Ste. 100
Westlake Village, California 91361
Telephone: (310) 277-5100
Facsimile: (310) 277-5103

W. Mark Lanier (*pro hac vice*)
WML@lanierlawfirm.com
Alex J. Brown (*pro hac vice*)
Alex.Brown@lanierlawfirm.com
Ryan D. Ellis (*pro hac vice*)
Ryan.Ellis@lanierlawfirm.com
Alex Abston (*pro hac vice*)
Alex.Abston@lanierlawfirm.com
Megan Waida (*pro hac vice*)
Megan.Waida@lanierlawfirm.com
(*pro hac vice*)
THE LANIER LAW FIRM, P.C.
10940 W. Sam Houston Pkwy N
Houston, Texas 77064
Telephone: (713) 659-5200
Facsimile: (713) 659-2204

David P. Page (*pro hac vice*)
dpage@eenradvocates.com
ENVIRONMENTAL ENERGY & NATURAL RESOURCES ADVOCATES, PLLC
1921 S Boston Ave.
Tulsa, Oklahoma 74119
Telephone: (918) 764-8984

Christopher T. Nidel (*pro hac vice*)
chris@nidellaw.com
Jonathan Nace (*pro hac vice*)
jon@nidellaw.com
Thomas Sims (SBN 264174)
thomas@nidellaw.com
William W. Cowles (*pro hac vice*)
will@nidellaw.com
Zachary A. Kelsay (*pro hac* vice)
zach@nidellaw.com
NIDEL & NACE, P.L.L.C.
One Church Street, Suite 802
Rockville, MD 20850
Telephone: (202) 780-5153

Gideon Kracov (SBN 179815)
gk@gideonlaw.net
LAW OFFICE OF GIDEON KRACOV
801 S. Grand Ave., 11th Floor
Los Angeles, CA 90017
Telephone: (213) 700-4448

Attorneys for Plaintiffs and Class Members

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 **PLAINTIFFS' NOTICE OF MOTION FOR FINAL SETTLEMENT APPROVAL** **Hearing:** Date: November 12, 2026 Time: 10:00 a.m. Place: Courtroom 5B, 5th Floor 350W. 1st Street Los Angeles, CA 90012 Judge: Hon. Hernán D. Vera

NOTICE OF MOTION

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on November 12, 2026, at 10:00 a.m. Pacific Time, or as soon thereafter as the matter may be heard, in Courtroom 5B of the above-entitled Court, located at 350 W. 1st Street, 5th Floor, Los Angeles, California, 90012, Plaintiffs Jedidiah and Alisa Behar, on behalf of themselves and all others similarly situated, will and hereby do move the Court, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order granting final settlement approval.

This Motion is based on this Notice of Motion, the concurrently filed Motion, the pleadings and papers on file in this action, any argument in connection with the Motion, and such further evidence or arguments as the Court may consider.

This Motion is made pursuant to the Class Action Settlement Agreement and Release between the Parties, dated April 2, 2026, a copy of which has been previously submitted to the Court (ECF No. 409-1).

Dated: October 13, 2026

/s/ *Ryan D. Ellis*

Ryan D. Ellis (*pro hac vice*)
Ryan.Ellis@lanierlawfirm.com
THE LANIER LAW FIRM, P.C.
10940 W. Sam Houston Pkwy N
Houston, Texas 77064
Phone: (713) 659-5200 Fax: (713) 659-2204

Michael Akselrud (SBN 285033)
Michael.Akselrud@lanierlawfirm.com
THE LANIER LAW FIRM, P.C.
2829 Townsgate Rd., Ste. 100
Westlake Village, California 91361
Telephone: (310) 277-5100 Facsimile: (310) 277-5103

W. Mark Lanier (*pro hac vice*)
WML@lanierlawfirm.com
Alex J. Brown (*pro hac vice*)
Alex.Brown@lanierlawfirm.com
THE LANIER LAW FIRM, P.C.
10940 W. Sam Houston Pkwy N
Houston, Texas 77064
Phone: (713) 659-5200 Fax: (713) 659-2204

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chris@nidellaw.com
Jonathan Nace (*pro hac vice*)
jon@nidellaw.com
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will@nidellaw.com
Zachary A. Kelsay (*pro hac vice*)
zach@nidellaw.com
NIDEL & NACE, P.L.L.C.
One Church Street, Suite 802
Rockville, Maryland 20850
Phone: (202) 780-5153

David P. Page (*pro hac vice*)
dpage@eenradvocates.com
ENVIRONMENTAL ENERGY & NATURAL RESOURCES ADVOCATES, PLLC
1921 S Boston Ave.
Tulsa, Oklahoma 74119
Phone: (918) 764-8984

Gideon Kracov (Cal. SBA # 179815)
gk@gideonlaw.net
LAW OFFICE OF GIDEON KRACOV

801 S. Grand Ave., 11th Floor
Los Angeles, California 90017
Phone: (213) 700-4448

Attorneys for the Plaintiffs and Class Members

CERTIFICATE OF SERVICE

I, Ryan D. Ellis, attorney for the Plaintiffs and the class members, hereby certify that the **NOTICE OF MOTION FOR FINAL SETTLEMENT APPROVAL** was served to counsel for the Defendants through the Court's ECF/CM system on October 13, 2026.

By: /s/ *Ryan D. Ellis*
Ryan D. Ellis (*pro hac vice*)
Attorneys for the Plaintiffs and the Class Members

Michael Akselrud (SBN 285033)
Michael.Akselrud@lanierlawfirm.com
THE LANIER LAW FIRM, P.C.
2829 Townsgate Rd., Ste. 100
Westlake Village, California 91361
Telephone: (310) 277-5100
Facsimile: (310) 277-5103

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WML@lanierlawfirm.com
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Ryan D. Ellis (*pro hac vice*)
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Alex Abston (*pro hac vice*)
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THE LANIER LAW FIRM, P.C.
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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

PLAINTIFFS' MOTION FOR FINAL SETTLEMENT APPROVAL

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

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This vigorously litigated class action arises from allegations that Defendants Northrop Grumman Corporation and Northrop Grumman Systems Corporation (together, "Defendants") are responsible for contamination of the soil and groundwater in the Class Area with trichloroethylene (TCE) and perchloroethylene (PCE) traceable to operations at the former Litton site during the late 1960s and early 1970s. Plaintiffs allege this contamination has diminished property values and necessitated the installation of vapor intrusion mitigation measures at class members' homes. Defendants deny these allegations. The parties did not agree to settlement terms until the middle of trial.

This Court has already granted preliminary approval of the proposed Class Action Settlement Agreement and Release ("Settlement").[1] In its order, this Court found that the Settlement is within the "range of fair and reasonable settlements" and that the Class met the requirements of Rule 23. ECF No. 425 at ¶¶ 2–11. And because the Notice Program ordered by the Court was successfully implemented by the Class Administrator—resulting in 1,151 submitted claims, only seven (7) exclusion requests, and no objections as of October 13, 2026—Plaintiffs request that the Court grant final approval of the Settlement.

I. CASE BACKGROUND

This class action arises from Plaintiffs' allegations that alleged predecessors of Defendants released toxic chemicals from the industrial location at 8020 Deering Avenue (the "Site" or "8020 Deering Avenue"), that Plaintiffs allege resulted in a plume of contaminated groundwater beneath thousands of homes in Canoga Park ("Class Area").

A. The Contamination of the Class Area

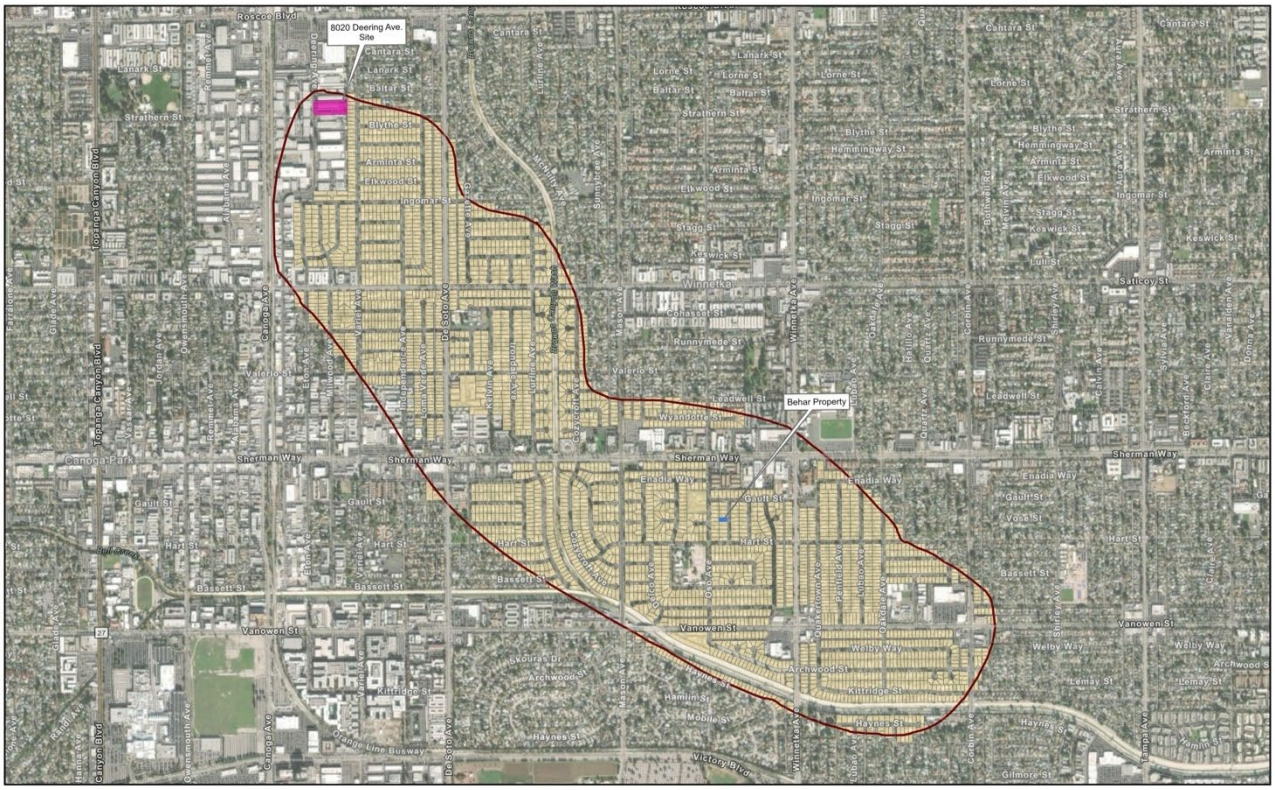
In 1967, Litton Industries, Inc. and Litton Systems, Inc. ("Litton"), purchased the Site. ECF No. 175 at 3. Plaintiffs allege that, from approximately 1968 to 1970, Litton manufactured printed circuit boards, and conducted related operations such as copper plating, silk screening, photo printing, and chemical stripping at the Site. Plaintiffs allege that these operations resulted in discharges of volatile organic compounds, including trichloroethylene ("TCE"), perchloroethylene ("PCE"), and trichloroethane ("TCA") into the groundwater at the Site. *Id*.

In 2001, Defendants acquired Litton. ECF No. 175 at 3. Plaintiffs allege that contamination at the Site was discovered in the late 1990s, and since 2003 Defendants have been investigating and remediating

[1] Capitalized terms have the same meaning as given in the Settlement.

groundwater contamination at the Site under the supervision of the Los Angeles Regional Water Quality Control Board. *Id*. Plaintiffs allege that, in 2007, Defendants began investigating contamination in water, soil, and soil vapor beyond the Site, identifying the plume as emanating from the Site. *Id*.

Plaintiffs allege that there is a roughly 2.4-mile plume of toxic solvents that extends throughout the Class Area from 8020 Deering Avenue, contaminating the groundwater, soil, soil vapor, and geology above the plume and the property in the Class Area. ECF No. 348-1 at 12–13. Plaintiffs allege that the plume lies directly beneath 3,294 single-family homes and townhomes. ECF No. 175 at 3.



ECF No. 175 at 3, fn.3.

Plaintiffs' operative class action complaint asserts claims against Defendants for negligence, private nuisance, and trespass. ECF No. 91. Plaintiffs' complaint alleges that contamination at or above 1.2 µg/L in the groundwater has caused injury to the Class Area properties in the form of diminished property values and the need for mitigation against contaminated soil vapor. *Id*.

Defendants deny Plaintiffs' allegations and contend, among other things, that they are not responsible for any alleged contamination, that there is no evidence of any loss of property value in the Class Area, that there is no evidence of the presence of contamination from its alleged predecessors' operations in any homes—or any measurable risk that such contamination will ever be present in any homes—in the Class Area, and that there is no evidence of any need for mitigation measures at any property. ECF No. 409-1 at 10.

Plaintiffs' operative class action complaint excluded all personal injury, wrongful death, and medical monitoring claims. ECF No. 91. The Settlement explicitly addresses these claims and by its terms does not release any personal injury, wrongful death, or medical monitoring claims. ECF No. 409-1 at 16.

B. Procedural History

Plaintiffs initiated this action on May 10, 2021. ECF No. 1. Thereafter, Plaintiffs filed two amended complaints, including the operative Second Amended Complaint on March 21, 2023. ECF Nos. 41 and 91. The class representative Plaintiffs are Jed Behar and Alisa Behar. ECF No. 348-1 at 2. The Plaintiffs have been plaintiffs in this action since it was initially filed, own a home situated within the Class Area, participated in extensive discovery, have sat for deposition, consented to defense testing of their home, attended trial, and prepared to testify at trial. *See* ECF Nos. 348-1 at 2; 175 at 2, 18; 238-1 at 12; 432-5, and 432-6.

On July 1, 2024, the Court granted Plaintiffs' motion for class certification, establishing two classes: (1) a Mitigation Class, and (2) a Property Damage Class. ECF No. 175. Each class was comprised of "[a]ll persons who own a single family or townhome within the [Class Area] at the time of Class Certification[,]" excluding "employees of Defendants [Northrop Grumman Corporation and Northrop Grumman Systems Corporation] as well as anyone who purchased a home with disclosure of contamination at their property from the 8020 Deering Avenue Site." *Id*. at 16. After the April 2025 issuance of class notice, four of the 3,294 class members elected to opt out. ECF No. 262 at 1.

As part of formal discovery, Defendants produced, and Plaintiffs processed and reviewed over three million pages of documents related to site history, complex hydrogeologic analyses and testing related to contamination at the Site and in the Class Area, and vapor-intrusion testing in homes within the Class Area. ECF No. 409 ¶ 3. Plaintiffs retained six testifying experts to offer opinions in this case: a

hydrogeologist and geologist (Dr. Laton), vapor intrusion expert (Dr. Kram), toxicologist (Dr. Ryer-Powder), hydrogeologist and groundwater modeler (Dr. Tonkin), industrial historian (Dr. Gorman), and real estate economist (Dr. Boyle). These experts submitted reports and supplemental reports reflecting their opinions and sat for depositions. *Id*. at ¶ 4. Defendants retained a groundwater contamination expert, a vapor intrusion expert, an epidemiologist, a toxicologist, a health risks expert, two real estate damages experts, and a source of contamination and historical site operations expert that submitted reports and supplemental reports reflecting their opinions. *Id*. at ¶ 5. Plaintiffs took 10 fact and 13 expert depositions during the discovery process and defended against 15 depositions noticed by Defendants. *Id*. at ¶ 6.

Plaintiffs successfully opposed: a motion for summary judgment, (ECF Nos. 238, 296 (order)), motion to decertify the classes (ECF Nos. 246, 262, 302 (order)), and dual attempts to strike all six of Plaintiffs' experts. (ECF Nos. 133, 134, 143-145, 147, 150, 152, 154, 156, 159, 161, 175 (order), 240-245, 259-261, 263-266, 323 (order)). The parties also submitted, competing and/or joint, trial briefs, trial plans, witness and exhibits lists, motions *in limine*, proposed jury instructions, proposed verdict forms, proposed voir dire questions, statement of the case, and proposed final pretrial conference order. (See e.g., ECF Nos. 308-322, 332-348).

Trial commenced on March 24, 2026. ECF No. 393. Between commencement of trial and March 30, 2026, the parties gave opening statements, and four witnesses were sworn and testified. ECF Nos. 395, 396, and 401. On March 30, 2026, the Court held and continued trial. ECF No. 405. On April 2, 2026, a settlement was reached between the parties and placed on the record. ECF No. 406.

C. Settlement Negotiations

The Settlement is the culmination of extensive, arm's-length negotiations conducted over several years of active litigation. The Parties participated in an initial mediation on January 28, 2022, before Hon. Suzanne Segal, but were unable to reach resolution at that time. ECF No. 409 at ¶ 7. As litigation progressed through discovery, class certification, and trial preparation, the Parties continued to evaluate their respective positions in light of the evolving factual record and legal rulings. *Id*. at ¶ 8.

A second, full-day, in-person mediation was conducted on October 1, 2025, before mediator Antonio Piazza. The parties were unable to reach resolution at that time but subsequently continued their settlement discussions both with and without Mr. Piazza, including a half-day follow up mediation session

with Mr. Piazza on November 21, 2025. *Id*. at ¶ 9; Exhibit 1, Declaration in Support of Plaintiffs' Motion for Final Settlement Approval ("Ellis Decl.") at ¶ 3. These efforts ultimately resulted in an agreement in principle reached during trial, reflecting the Parties' informed assessment of the risks and uncertainties of continued litigation. ECF No. 409 at ¶ 10.

The material terms of the Settlement were memorialized in a Memorandum of Understanding executed on March 30, 2026. *Id*. at ¶ 11. The Parties thereafter promptly finalized and executed a comprehensive Settlement Agreement on April 2, 2026. *Id*.

D. Preliminary Approval of Settlement Terms

Plaintiffs filed a motion for preliminary settlement approval, ECF No. 408, and Defendants filed a statement in support of Plaintiffs' motion, ECF No. 414.

This Court granted the motion, holding that the Class satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and appointed Plaintiffs Jed and Alisa Behar as Class Representatives. ECF No. 425 at 4. The Court also designated Class Counsel as follows: Michael Akselrud, W. Mark Lanier, Alex J. Brown, and Ryan D. Ellis of THE LANIER LAW FIRM, P.C., Christopher T. Nidel and William W. Cowles of NIDEL & NACE, P.L.L.C., David Page of ENVIRONMENTAL ENERGY & NATURAL RESOURCES ADVOCATES, P.L.L.C., and Gideon Kracov of LAW OFFICE OF GIDEON KRACOV. *Id.*

The Court also approved the Settlement Class as "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 have since sold their single family homes or townhomes as of the date of notice of the settlement, excluding employees of Defendants" and defined the Class Area. *Id.* at 3.

The Court further found the terms of the Settlement Agreement "place the Settlement Agreement within the range of fair and reasonable settlements, making appropriate further consideration at a hearing following notice to the Settlement Class." *Id.* at 5.

II. MATERIAL TERMS OF THE SETTLEMENT

Class Counsel negotiated the Settlement set forth in ECF No. 409-1, that was approved by the Court in full, to include the following relevant terms:

A. The Settlement Class

The Court approved the Settlement Agreement's definition of the Settlement Class:

> 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.

ECF No. 425 at 3.

B. The Settlement Fund

The Settlement Fund includes a gross amount of Seventy-Five Million Dollars ($75,000,000.00), which is the total amount Defendants will be required to pay under the 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. ECF No. 409-1 at 11. No portion of the settlement fund will revert to Defendants. *Id.* Any Administrative Costs, Attorney's Fees and Costs, and Service Awards for Plaintiffs shall be deducted from the Settlement Fund. *Id*. at 12–13.

C. Allocation of Settlement Proceeds

The "Net Settlement Proceeds" shall equal the Settlement Fund minus the total of (i) Court-approved Attorney's Fees and Costs; (ii) Court-approved Service Awards to Plaintiffs; and (iii) all Administrative Costs.

The Net Settlement Proceeds shall be distributed as follows:

1. $100,000.00 shall be distributed equally among Settlement Class Members 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, and who submit valid and timely claims;

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

   i. 40% of the remaining Net Settlement Proceeds shall be distributed among Settlement Class Members who own single-family homes or townhomes as of the date of notice of the settlement within the Class Area which are contained within the "Area 1 (Priority Study Area)" or "Area 2 (Contingency Study Area)" (789 homes) as identified in the Revised Off-Property Vapor Intrusion Investigation Summary Report prepared by

Geosyntec Consultants, dated July 16, 2020 (Trial Exhibit 396, at EX_396.0063), and who submit valid and timely claims.

ii. 28% of the remaining Net Settlement Proceeds shall be distributed among Settlement Class Members who own single-family homes or townhomes as of the date of notice of the settlement within the Class Area west of Browns Canyon Wash, yet outside of "Area 1 (Priority Study Area)" or "Area 2 (Contingency Study Area)" (727 homes)[2] as identified in the Revised Off-Property Vapor Intrusion Investigation Summary Report prepared by Geosyntec Consultants, dated July 16, 2020 (Trial Exhibit 396, at EX_396.0063), and who submit valid and timely claims.

iii. 32% of the remaining Net Settlement Proceeds shall be distributed among Settlement Class Members who own single-family homes or townhomes as of the date of notice of the settlement within the Class Area east of Browns Canyon Wash (1,778 homes), and who submit valid and timely claims.

ECF No. 409-1 at 13–14.

D. Claim Submission

The Court appointed A.B. Data, Ltd. To serve as Class Administrator. ECF No. 425 at ¶ 15. The Settlement set up a fair, equitable, and straightforward method for Class Members who wish to submit claims. Claims and proof of ownership could be submitted by mail or electronically to the Class Administrator within 60 days of the postmark date of the Settlement Notice. ECF No. 409-1 at 20. Information on how to submit claims was included in the Settlement Notice. ECF Nos. 425 at ¶¶ 16–17; 428-1 (English); 428-2 (Spanish); and 429.

Class Counsel obtained a list of owner names and mailing addresses for Class Area homes from the Los Angeles County Assessor's Office and used that list to determine Class Members ownership status and class area. Ellis Decl. at ¶ 4. For certain properties that had been sold since July 1, 2024, Class Counsel augmented this approach by obtaining copies of historic deed records from the Los Angeles County Recorder's Office, and reviewing them to determine former owners who qualified as Class Members. *Id*. The Claim Administrator processed this list to remove duplicate entries and obtain corresponding email addresses where possible. Exhibit 2, Declaration of Rochelle J. Teichmiller on Implementation of Notice

[2] In the Settlement Agreement the number of single-family homes or townhomes identified in subsections ii and iii were 809 and 1696, respectively. Upon further review, it was determined that some single-family homes or townhomes were inadvertently included with single-family homes or townhomes west of Browns Canyon Wash when they are east of Browns Canyon Wash.

Plan and Due Diligence ("A.B. Data Decl.") at ¶ 5. The Administrator used the resulting ("Class List") to provide notice. The Class Administrator did not detect attempts at fraudulent claims and did not have issues with claim aggregators. A.B. Data Decl. at ¶ 19.

E. Notice to the Settlement Class was Timely and Properly Disseminated

On August 11, 2026, A.B. Data mailed the Settlement Notice and Claim Form (the "Notice Package"), in the form approved by the Court (ECF Nos. 429, 428-1, and 428-2) by First-Class U.S. Mail in both English and Spanish to the 3,463 mailing addresses on the Class List (3,294 current owners and 169 former owners). A.B. Data Decl. at ¶ 6.The Notice Package included information concisely informing Settlement Class Members of the following in plain, easily understood language: (i) the nature of the action and the class claims, issues, and defenses; (ii) the definition of the class certified; (iii) that a class member may enter an appearance through an attorney if the member so desires; (iv) the estimated amount the Class Member can expect to receive or a range of amounts based on the plan of allocation described above, with an explicit disclaimer that the amounts are estimates only; (v) information informing Settlement Class Members of their right to object or opt out and the deadline and manner for doing so; (vi) a statement that the Settlement Agreement will have preclusive effect and that participation in the Settlement shall result in a release of Released Claims; (vii) notification that Settlement Class Members are solely responsible for determining tax consequences of payments made pursuant to the Settlement Agreement; and (viii) information on how to submit a claim by mail or online. *See* ECF 428-1, 428-2; Ellis Decl. at ¶ 5.

From August 18 to September 17, 2026, geographically targeted social media and web advertising was also used to inform potential class members about the settlement and provide a link to the class settlement website. A.B. Data Decl. at ¶ 12. A copy of the social media/web advertising is attached as Exhibit F to the A.B. Data Declaration. The social media/web advertising campaign generated 1,096,337 impressions, and garnered 307 visits to the class website. *Id*.

The Short Form Settlement Notice—substantially in the form approved by the Court (ECF No. 428-4)—was published in at least two local print periodicals whose circulation area includes the Class Area. A.B. Data Decl. at ¶ 11. The Short Form notice appeared in the *Los Angeles Daily News* on or about August 21, 2026, and in *Valley News Group* publications (*Warner Center News, Valley Vantage, and*

Calabasas Enterprise) on August 27, 2026. *Id.*; *see also* ECF 431. The publication notice was timely under the Court's order granting the parties' joint stipulation to amend the deadline for publication notice. ECF No. 431. Copies of the publication notice are attached as Exhibit E to the A.B. Data Declaration.

A.B. Data also identified potential email addresses associated with the Settlement Class Members, and on August 27, 2026 conducted an email campaign to send email notice to 3,049 valid email addresses for potential Settlement Class Members. A.B. Data Decl. at ¶ 8. The email notice summarized in plain language the $75 million non-reversionary Settlement, the Class definition and Class Area, the Sub-Area and former-owner allocation structure, the scope of the release, and the deadlines to submit a claim, opt out, or object, along with the date, time, and location of the Final Approval Hearing. It further directed recipients to the class settlement website for the full Settlement Notice, Claim Form, and Settlement Agreement, and provided the case-specific toll-free number, the Class Administrator's email address, and instructions for Spanish-language assistance. *See* Exhibit B attached to A.B. Data Decl. (copy of email notice). Of the 3,049 Email Notices sent, 2,817 (92%) were delivered and 232 were undeliverable. A.B. Data Decl. at ¶ 8.

On or about September 10, 2026, the Class Administrator also mailed a reminder postcard to Class Members. A.B. Data Decl. at ¶ 9. The postcard notice was printed in both English and Spanish and, at a high level, advised recipients that they may be a member of a class, reminding them of the deadline to submit claims and advising them, at a high level, that they may be entitled to a significant payment if they submit a valid claim form. *Id*. The postcard reminder mailed to each class member also included a copies of the class member's Unique ID and PIN which the class member could use to submit a claim via the class website. *Id., see also,* Ex. C attached to A.B. Data Decl. (copy of reminder postcard notice sent to current owners (first postcard), and former owners (second postcard)). The postcard reminder notice also contained the deadline for submitting claims, the URL for the class website, a scannable QR code linking to the class website, and the toll-free number and email address where the class members could obtain more information or assistance. *Id.* The Class Administrator mailed 3,463 of these postcard reminder notices to all Settlement Class Members on or about September 10, 2026. *Id.*

As additional notice, and pursuant to the Parties' stipulation and this Court's order (ECF 434), from September 22 to September 24, 2026, the Class Administrator also caused door hangers to be placed

on all Class Area properties for which the mailing address of the homeowner (according to Los Angeles County Assessor records) is the same as the address of the Class Area property, indicating the home was owner-occupied. A.B. Data Decl. at ¶ 14. The door hangers were printed in both English and Spanish and, at a high level, advised recipients that they may be a member of a class and may be entitled to a significant payment if they timely submit a valid claim form. A.B. Data Decl. at ¶ 14. The door hangers included the claim deadline, the case-specific URL, a scannable QR code linking to that website, the case-specific toll-free telephone number, and directed Settlement Class Members to those resources for more information and to submit a claim. *See* Exhibit G attached to A.B. Data Decl. (a copy of the door hanger). The door hanger was distributed to 2,504 Class Area properties from September 22 to 24, 2026. A.B. Data Decl. at ¶ 14.

On October 2, 2026, A.B. Data sent a reminder email notice in English and Spanish to the 2,817 email addresses to which the initial Email Notice was successfully delivered, reminding potential Class Members of the upcoming claims deadline. *Id.* at ¶ 10 and Exhibit D (copy of Reminder Email Notice).

After the August 11, 2026 Notice Package mailing, A.B. Data tracked 54 Notice Packages as undeliverable. Of this total, one was promptly forwarded to an updated address provided by the United States Postal Service. A.B. Data Decl. at ¶ 7. For the remaining 53 undeliverable Notice Packages, A.B. Data was able to use a third-party subscription service to obtain updated addresses for 29 records. *Id.* The Administrator promptly sent Notice Packages to these 29 updated addresses. *Id.*

Prior to the mailing of the Notice Packages, and to this day, the Class Administrator has created and maintains a website (www.CanogaParkClassAction.com) that includes links to the Settlement Notice (in English and Spanish), downloadable Claim Forms (in English and Spanish), the Second Amended Complaint, the Proposed Final Pretrial Conference Order, the Settlement Agreement (with the exact percentage of opt-outs that would trigger Defendants' right to terminate the Settlement in paragraph 7.1(c) redacted), the First Amendment to the Settlement Agreement, the Motion for Preliminary Approval, and the order granting preliminary approval. A.B. Data Decl. at ¶ 15. The Class Administrator also posted Plaintiffs' Motion for Attorney's Fees, Costs, and Class Representative Service Awards, and other important case filings and orders to the website as they became available. *Id.*; *see also* www.CanogaParkClassAction.com. Upon filing, a copy of this motion will also be made available on the

class settlement website. The Class Administrator will maintain this website until the Effective Date and will continue to post relevant pleadings and orders—including the Class Administrator's forthcoming declaration of administrative costs—as they become available.[3] *Id*. The website also permitted Settlement Class Members to file claims electronically using a Unique ID and PIN that was provided to them in their Notice Package and on the postcard reminder notice described below. *Id*. The website also included key deadlines and information for submitting claims, opt-out/objection requests, and the final approval hearing. *Id.*. The website provided contact information (email and phone number) for Class Members to reach out to the Class Administrator with any questions. *Id.* The Motion for Attorney's Fees, Costs, and Class Representative Service Awards (ECF No. 423) was available on the website for Class Members to review on September 4, 2026, which was 21 days before the deadline for class members to file an objection to the Settlement Agreement or any settlement-related matters. *Id.*

As of the date the Notice Package was mailed, the Class Administrator has also maintained a toll-free telephone number equipped with an automated interactive voice response system that presents callers with a series of choices to hear prerecorded information (in both English and in Spanish) concerning the Class Settlement and deadlines. A.B. Data Decl. at ¶ 16. If callers need further help, they have been able to leave voicemail messages, and their calls have been returned by the Class Administrator. *Id*. Individuals who have left messages in Spanish have had their calls returned by a representative who speaks Spanish. *Id.* As of October 13, 2026, there have been 689 calls to the toll-free number, and the Class Administrator has received and returned 413 phone messages. *Id.*

F. Release of Claims

This case will be finally and fully compromised, released, resolved, discharged, and settled, and will be dismissed with prejudice as to Defendants and the Released Parties. ECF No. 409-1 at 15–18. In exchange for the payments by Defendants, as described above, upon the Effective Date, the Settlement Class Members, including Plaintiffs (who shall not opt out), shall fully release and discharge the Released Parties from any and all claims, judgments, liens, losses, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, indemnities, actions, causes of action,

[3] The Class Notice informed Class Members that administrative costs for the Settlement are anticipated to be $200,000. At this time, Plaintiffs do not expect the costs of administration to exceed this amount.

and obligations of every kind and nature in law, equity or otherwise, known or unknown, suspected or unsuspected, foreseen or unforeseen, developed or undeveloped, disclosed or undisclosed, contingent or accrued, liquidated or unliquidated, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs and Settlement Class Members ever had, now have, may have, or hereafter can, shall, or may ever have against the Released Parties for property damage or Mitigation Measures that arise out of or relate to the facts alleged in the Second Amended Complaint (ECF No. 91) or Section VII of the Proposed Final Pretrial Conference Order (ECF No. 348-1 at 10–20) ("Released Claims"). *Id.* Released Claims include any unknown claims for property damage or Mitigation Measures that Settlement Class Members do not know or suspect to exist in their favor, which, if known by them, might have affected this Settlement Agreement with Defendants and this release of Released Parties. *Id*.

The releasing language shall not apply to claims based on an alleged personal injury, wrongful death, or claims for medical monitoring. *Id.* at 16. Moreover, as agreed upon by the parties in the First Amendment to Class Action Settlement Agreement and Release, the Settlement "does not preclude Settlement Class Members from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in [the] Settlement Agreement." ECF No. 420.

Plaintiffs and Settlement Class Members expressly, knowingly, and voluntarily waive, Section 1542 of the California Civil Code ("Section 1542")[4], any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights or benefits pertaining to the Released Claims. ECF No. 409-1 at 16–17.

The Parties intend that the Settlement Agreement shall be binding on Plaintiffs and all Settlement Class Members, whether or not they actually submit a valid claim and receive a payment pursuant to this

[4] "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Cal. Civ. Code. § 1542.

Settlement Agreement. *Id.* at 17. The Settlement Agreement shall constitute, and may be pleaded as, a complete and total defense to any Released Claims if raised in the future. *Id*.

Defendants reserve the right to contend that any applicable statutes of limitations or repose have been running and will continue to run on any claim that is not alleged in the Second 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. *Id.* at 17–18.

G. Service Awards

Class Counsel and Plaintiffs have applied to the Court for Service Awards for Plaintiffs, in the amount of Thirty Thousand Dollars ($30,000.00) per Plaintiff. ECF 432. The requested awards total $60,000, or 0.08% of the $75 million Settlement Fund—a smaller proportion than the 0.17% the Ninth Circuit approved in *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 949 (9th Cir. 2015). Jed and Alisa Behar were the only named plaintiffs in this action from its filing on May 10, 2021 through settlement; they responded to extensive discovery; opened up their home to multiple days of testing and weeks of disruption; gave and attended depositions; attended multiple mediations; attended the first two days of trial; prepared to testify at trial; consulted with and advised Class Counsel regarding strategic litigation, trial, and settlement decisions throughout; and continued to serve even when their divorce was placed at issue in the case by Defendants on the eve of trial. *See* ECF Nos. 423-5, 423-6, and 373 at 12-14. Notably, the Behars approved a plan of allocation that places their own home in Sub-Area C, the zone receiving the smallest per-home payment available to any current owners, accepting less for themselves so that the homeowners nearer to the source of the contamination would receive more. ECF Nos. 432-1 at ¶ 57; 423-5 at ¶¶ 40–43; 423-6 at ¶¶ 40–43.

H. Attorney's Fees and Costs

Class Counsel have requested an award of attorney's fees of forty percent of the Settlement Fund ($30,000,000.00) 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. ECF 432. Class Counsel has also requested an award of reasonable costs and

expenses to be paid out of the Settlement Fund totaling $2,371,230.09 (together with attorney's fees, "Attorney's Fees and Costs"). *Id*.

The Settlement Notice disclosed that Class Counsel would seek fees not to exceed 40% of the Settlement Fund and Litigation Expenses not to exceed $3,000,000. *See* ECF No. 428-1 at 11. The Settlement Notice further stated that Class Counsel's fee motion would be filed and posted on the class settlement website at least 20 days before the objection deadline, and advised Settlement Class Members of their right to object to the Settlement in whole or in part. *Id.* Class Counsel filed that motion on September 4, 2026 (ECF No. 423), and it was promptly posted to the class settlement website. A.B. Data Decl. at ¶ 15. No Class Member has objected to any part of it. Defendants purportedly reserved their right to object to Class Counsel's request for attorney's fees.

What Class Counsel seeks to recover as litigation expenses is also materially less than what Class Counsel has carried. Lanier Law Firm alone incurred $2,720,692.41 in unreimbursed out-of-pocket costs, yet excluded $478,274.69 of that total (approximately 17.6%) from its reimbursement request. ECF 423-1 at ¶¶ 43, 50. These amounts constitute a real, quantified cost of prosecuting the case on contingency that Class Counsel has absorbed entirely rather than ask the Class to bear. *Id.*

III. THE SETTLEMENT WARRANTS FINAL APPROVAL

A. Class Certification Requirements are Met

The Court previously granted class certification (ECF No. 175) and also preliminarily certified the Settlement Class finding the requirements of Rule 23 had been satisfied (ECF No. 425 at 3). Nothing has changed that would affect the Court's ruling on class certification. *See Chambers v. Whirlpool Corp.*, 214 F.Supp.3d 877, 887 (C.D. Cal. 2016) (reaffirming class certification from preliminary approval order when "circumstances have not changed[.]"), *aff'd in part, vacated in part, remanded*, 980 F.3d 645 (9th Cir. 2020). Thus, this Court should grant final certification of the Settlement Class.

B. Legal Standard for Final Approval

The Court should grant final approval if the proposed Settlement is fair, reasonable, and adequate after considering several factors. Fed. R. Civ. P. 23(e); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). When it comes to settlement, courts are to give "deference to the private consensual decision of the parties." *Hanlon*, 150 F.3d at 1027.

Guided by these policies, the Court then may consider some or all of the following factors in evaluating settlement reasonableness: (1) the strength of the plaintiff's case and the risk, expense, complexity, and likely duration of further litigation; (2) the risk of maintaining class action status throughout trial; (3) the amount offered in settlement; (4) the extent of discovery completed and the stage of proceedings; (5) the participation of a governmental participant;[5] (6) the experience and views of counsel; and (7) the reaction of class members. *Id*. at 1026 (the "*Hanlon* factors").

Rule 23 directs the Court to consider a similar list of factors, including whether: (A) class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's-length; (C) the relief provided is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class member claims; (iii) the terms of any proposed award of attorneys' fees, including payment timing; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2). The Advisory Committee's note clarifies such factors do not "displace" the *Hanlon* factors, "but instead aim to focus the court and attorneys on 'the core concerns of procedure and substance that should guide the decision whether to approve the proposal.'" *In re Extreme Networks, Inc. Sec. Litig.*, 15-CV-04883-BLF, 2019 WL 3290770, at *6 (N.D. Cal. July 22, 2019) (quoting Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment).

Additionally, the Ninth Circuit further requires that the Court guard against unfair collusion by scrutinizing the Settlement under the *Bluetooth* factors. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 947–48 (9th Cir. 2011). As shown below, all of the applicable criteria for final approval are met here.

1. Rule 23(e)(2)(A)-(B): The settlement is the product of arm's-length negotiations by adequately informed counsel

Under Rule 23(e)(2)(A)–(B), a court considers whether Plaintiffs and Class Counsel adequately represented the Class and whether the proposed Settlement was negotiated at arms-length. Both inquiries are satisfied here. First, there is no conflict between Plaintiffs, Class Members, and/or Class Counsel, as

[5] This factor is inapplicable here, since there is no government participant.

evidenced by the fact that—following extensive notice efforts—approximately 1,151 claims have been submitted by Settlement Class Members to receive a share of the settlement fund, while only seven (7) Class Members have elected to be excluded from the Settlement. A.B. Data Decl. at ¶ 19, *see also* Exhibit H attached to A.B. Data Decl. (list of exclusion requests).[6] Of the 1,151 Claim Forms received, 22 were submitted by former property owners (out of the 169 former property owner addresses on the Class List) and 1,092 were submitted by current property owners (approximately 33% of the 3,294 current property owner addresses on the Class List). A.B. Data Decl. at ¶ 19. At the time of this filing, the remaining 37 submitted claims are undergoing additional auditing to confirm the claimants' eligibility for participation. Moreover, additional timely-mailed claim forms may still be en route to the Class Administrator. Accordingly, Plaintiffs will submit a supplement to this motion with final claims data in advance of the Final Approval Hearing. *See id*. However, as of the time of this filing, the total claims rate of approximately 32% well exceeds the claims rates deemed acceptable by courts in the Ninth Circuit. *See In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 941, 956 (9th Cir. 2015) (affirming final approval of a settlement with a 3.4% claims rate (1,183,444 claims filed in a class of 35 million)); *Moore v. Verizon Commc'n Inc.*, No. Cc 09-1823 SBA, 2013 WL 4610764, at *8 (N.D. Cal. Aug. 28, 2013) (granting final approval of class action settlement with 3% claims rate).

Furthermore, there have been no objections filed by any Settlement Class Member to the Settlement. A.B. Data Decl. at ¶ 18; Ellis Decl. at ¶ 18. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 942 (9th Cir. 2015) (holding conflict cannot be "speculative" or "trivial" but must "go to the heart of the litigation"). "A court may appropriately infer that a class action settlement is fair, adequate, and reasonable when few class members object to it." *Cruz v. Sky Chefs, Inc.*, No. C-12-02705 DMR, 2014 WL 7247065, at *5 (N.D. Cal. Dec. 19, 2014). Moreover, Plaintiffs and Class Counsel have assiduously pursued the claims of the Class as is evidenced by the extensive litigation history and ongoing trial at the moment settlement was reached. *See supra* § I.B. The Settlement is fair, reasonable, and adequate, and the Court has already noted it is within the range of fair and reasonable settlements. ECF No. 425 at ¶ 11.

[6] As of the date of this filing, 37 of the 1,151 filed claims require further auditing to confirm the claimants' eligibility, and additional timely mailed claim forms may still be en route to the Class Administrator. Accordingly, Plaintiffs will supplement this motion with final claims data in advance of the Final Approval Hearing. *See* A.B. Data Decl. at ¶ 19.

Further, the material terms of the settlement underscore the arms-length nature of the Parties' agreement. The Settlement explicitly provides that the "Parties do not agree on what has been called a 'Clear-Sailing Provision,'" and that, "[t]o the contrary, Defendants reserve their right to oppose any application for Attorney's Fees and Costs." ECF No. 409-1 at 13. The Settlement also provides that it is a "non-reversionary settlement in which Defendants are required to pay the entire Settlement Fund" and "[n]o portion of the Settlement Fund will revert to Defendants." *Id*. at 11. Accordingly, the Settlement is the product of serious, informed, and non-collusive negotiations, consistent with Rule 23(e). See *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011).

2. Rule 23(e)(2)(C): The Settlement Provides Valuable Benefits to the Class

Under Rule 23(e)(2)(C), the Court must examine the relief to the Class in light of the cost, risks, and delay of trial and appeal, the effectiveness of any proposed method of distributing relief to the class, including the method of processing claims, the terms of any proposed award of attorneys' fees, including the time of payment, and any agreement required to be identified. This overlaps with the first three *Hanlon* factors. In assessing a settlement, courts are mindful of the fact that "the very essence of a settlement is compromise, [that is] a yielding of absolutes and an abandoning of highest hopes." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 624 (9th Cir. 1982) (internal citations omitted).

This settlement was reached with the understanding that Plaintiffs still had uncertainty relating to liability and the amount of recovery as a jury verdict had not yet been reached. Ellis Decl. at ¶ 6. And even if Plaintiffs had prevailed at trial, any recovery would have been subject to a post-trial administrative process to determine whether each class member's claim was barred by the statute of limitations. *Id*. at ¶ 7. The settlement spares the class from this protracted and uncertain process. *Id*. Additionally, Defendants had other affirmative defenses that could have provided a complete bar to class member recovery. *Id*. at ¶ 8. Plaintiffs also faced a risk of any verdict being overturned on post-trial motions and appeal, as well as the costs and substantial delay associated with any post-trial motions or appeal. *Id*. at ¶ 9. The Settlement reflects those outstanding risks as well as the continued cost of litigation through appeal. *See* ECF No. 409-1 at 10.

Consistent with Rule 23(e)(3)(C)(iv), there are no agreements under Rule 23(e)(3) to identify.

Further, the release is limited to alleged property value diminution and mitigation measures and expressly excludes personal injury, wrongful death, and medical monitoring claims. ECF No. 409-1 at 16. Plaintiffs have become aware of one other pending litigation related to the Site: *Shakelian, et al. v. Northrop Grumman Corp., et al.*, No. 26STCV22881 (Cal. Super. Ct., L.A. Cnty., filed July 21, 2026). Ellis Decl. at ¶ 10. Filed after the preliminary approval hearing in this matter on behalf of 227 individually-named plaintiffs, the *Shakelian* action asserts the same underlying contamination and, in part, the same property damage and mitigation theories released by this Settlement, but pleads them alongside medical monitoring and personal injury damages that this Settlement does not touch. *Id*. at ¶ 11.

Of the 227 individuals named in *Shakelian*, the great majority appear to be renters or other non-owning occupants, minors appearing through guardians *ad litem*, or residents of properties outside of the Class Area. Ellis Decl. at ¶ 12. None of these categories satisfies the Settlement Class definition, which reaches only current owners and certain former owners of single-family homes and townhomes within the Class Area. *Id*. at ¶ 13; ECF No. 425 at ¶ 2. Based on a comparison of the *Shakelian* caption against the ownership records derived from the Los Angeles County Assessor and which form the Class Member list, only 34 named *Shakelian* plaintiffs—owning 27 Class Area properties—appear to be Settlement Class Members. *Id*. at ¶ 14. Notably, none of these 34 Settlement Class Members have requested exclusion from the Settlement, and none have objected. *Id*. at ¶ 15. The fact that represented Class Members with notice of the Settlement's terms elected to remain in the Class is evidence of the Settlement's fairness, not a reason for concern.

3. Rule 23(e)(2)(D): Class members are treated equitably

Rule 23(e)(2)(D) requires that the settlement "treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). This subsection concerns "whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief." Fed. R. Civ. P. 23(e)(2)(D) advisory committee's note to 2018 amendment.

Here, the Settlement allocates recovery to each property owner within defined zones overlying the TCE groundwater plume. Ellis Decl. at ¶ 16. Those zones are not arbitrary; they are derived from decades of groundwater sampling and have been contoured based on measured concentrations and the known

extent of the TCE plume. *Id*. By tying compensation to empirically established plume conditions, the Settlement ensures that relief is distributed in a manner that reasonably reflects relative potential exposure and associated potential property impacts. *Id*. at ¶ 17.

Differences in payment are further based on proximity to the source of the contamination and the location of the plume. The plan of allocation is consistent with the Plaintiffs' property-diminution-damage model developed by their real estate economist Dr. Boyle—that model indicating that homes closest to the location where the contamination was released (8020 Deering Ave.) would suffer more property-value diminution than homes further away. ECF Nos. 119-1 at 1, 150 at 15, 259 at 11. The allocation of net settlement proceeds shall occur as follows:

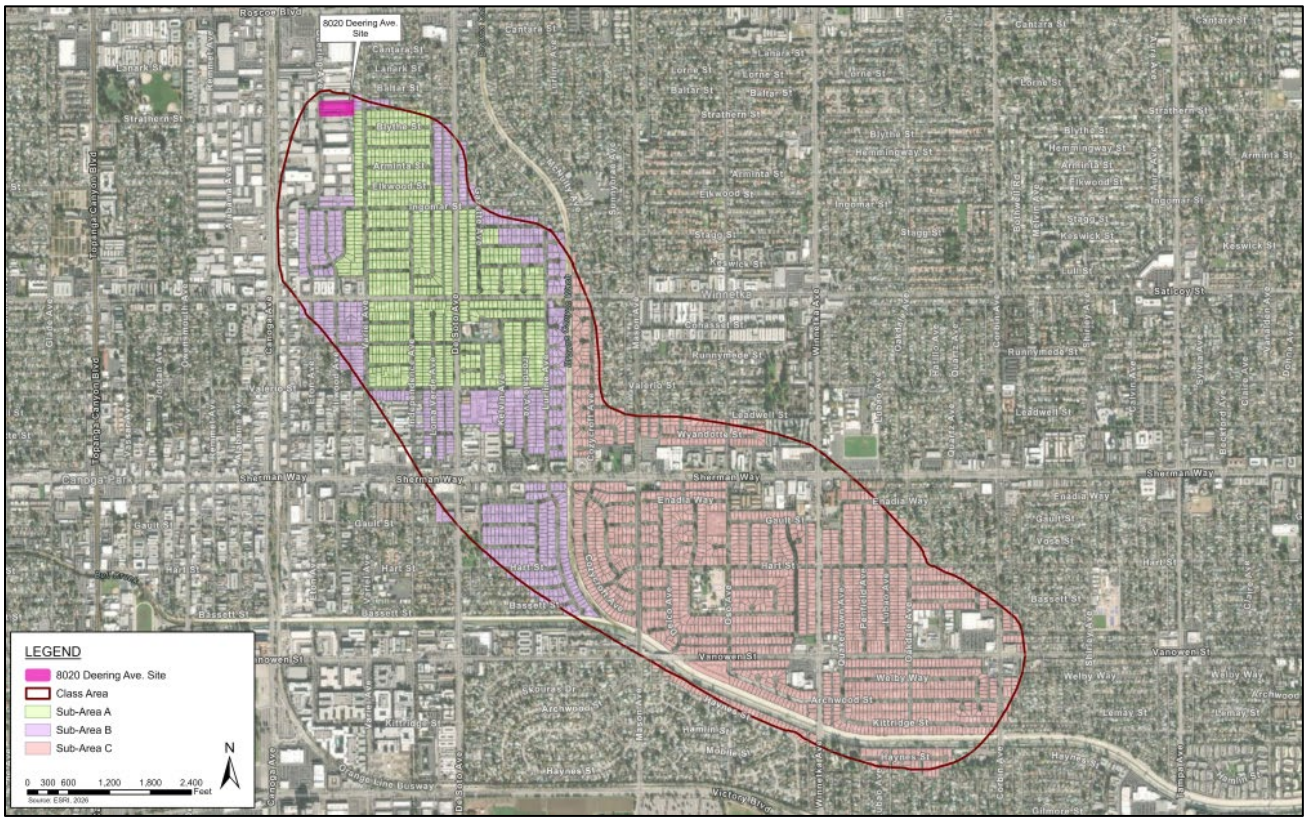
First, $100,000.00 shall be distributed equally among Settlement Class Members who owned a single-family home or townhome within the Class Area as of July 1, 2024, but who have since sold their single-family homes or townhomes as of the date of notice of the settlement, and who submit valid and timely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

Second, all remaining net settlement proceeds shall be distributed as follows:

- **Sub-Area A:** 40% of the remaining Net Settlement Proceeds shall be distributed among Settlement Class Members who own homes as of the date of notice of the settlement within the Class Area which are contained within the "Area 1 (Priority Study Area)" or "Area 2 (Contingency Study Area)" (789 homes) as identified in the Revised Off-Property Vapor Intrusion Investigation Summary Report prepared by Geosyntec Consultants, dated July 16, 2020 (Trial Exhibit 396, at EX_396.0063), and who submit valid and timely claims.
- **Sub-Area B:** 28% of the remaining Net Settlement Proceeds shall be distributed among Settlement Class Members who own homes as of the date of notice of the settlement within the Class Area west of Browns Canyon Wash, yet outside of "Area 1 (Priority Study Area)" or "Area 2 (Contingency Study Area)" (727 homes) as identified in the Revised Off-Property Vapor Intrusion Investigation Summary Report prepared by Geosyntec Consultants, dated July 16, 2020 (Trial Exhibit 396, at EX_396.0063), and who submit valid and timely claims.

- **Sub-Area C:** 32% of the remaining Net Settlement Proceeds shall be distributed among Settlement Class Members who own homes as of the date of notice of the settlement within the Class Area east of Browns Canyon Wash (1,778 homes), and who submit valid and timely claims.

The following map depicts the settlement zones:



ECF No. 409-3.

Based on conservative estimates[7] and assumptions about administrative costs, attorneys' fees and costs, and Class representative service awards, and based on the number of Settlement Class Members

[7] These per-home payment estimates conservatively assume that the Court approves: (1) an attorneys' fee award of 40% of the settlement fund; (2) reimbursement of Class Counsel's costs and expenses of $2,371,230.09; (3) Class Representative Service Awards of $30,000 each for Jed and Alisa Behar; and (4) Settlement Administration expenses totaling $200,000. *See* ECF No. 432, Plaintiff's Motion for Attorney's Fees, Litigation Expenses, and Class Representative Service Awards.

who have timely submitted valid Claim Forms,[8] Class Counsel estimates that the non-reversionary settlement will entitle Settlement Class Members who have submitted claims to a total payment in the following approximate values:

- Current Owners in Sub-Area A (298 claims filed): $56,736.60 per eligible home.
- Current Owners in Sub-Area B (256 claims filed): $46,231.47 per eligible home.
- Current Owners in Sub-Area C (538 claims filed): $25,141.28 per eligible home.
- Former Owners (sold after July 1, 2024) (22 claims filed): $4,545.45 per eligible home.

See A.B. Data Decl. at ¶ 19.

These figures are approximate. The actual amount of any payment will depend on the Court's award of attorneys' fees and costs, the Court's award of service awards, the costs of settlement administration, and the final count of the Settlement Class Members who have submit timely and valid Claim Forms.

As noted, Plaintiffs Jed and Alisa Behar have applied for class representative service awards of $30,000 each. *Supra* at II.G. This amount is appropriate given Plaintiffs' work over five years of litigation as they remained class members from filing through trial, participated in extensive discovery, have sat for depositions, consented to defense testing of their home, attended trial, and prepared to testify at trial. *See id.*; ECF Nos. 432-5 and 432-6. Notably, the Behars approved a plan of allocation that places their own home in Sub-Area C—the zone receiving the smallest per-home payment of any current owner—accepting less for themselves so that the homeowners nearer the source would receive more. ECF Nos. 432-1 at ¶ 57, 432-5 at ¶ 40–43, 432-6 at ¶ 40–43.

4. The Settlement also satisfies the Ninth Circuit's final approval factors.

In addition to Rule 23, courts in the Ninth Circuit consider additional factors. These factors are as follows: (1) the strength of the plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and

[8] As noted above, at the time of this filing 37 submitted claims are undergoing additional auditing to verify claimant eligibility, and additional timely mailed claim forms may be en route to the Class Administrator. These claims are not included in this payment analysis. Plaintiff will supplement this motion with final claim information prior to the Final Approval Hearing. *See supra* at III.B.1.

views of counsel; (7) the presence of a governmental participant; and (8) the reaction of class members to the proposed settlement. *See, e.g., Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (the *Hanlon* factors). Since the 2018 rule change incorporated the first three *Hanlon* factors into the text of Rule 23 (discussed above), and because there is no government participant, only factors 4, 5, 6, and 8 are addressed here.

Under factor 4, the amount offered in settlement, courts should weigh the adequacy of the settlement offer against the plaintiff's expected recovery. *In re Tableware Antitrust Litig.*, 484 F.Supp.2d 1078, 1080 (N.D. Cal. 2007). However, "[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair." *Officers for Justice*, 688 F.2d at 628.

Here, the $75 million, non-reversionary class settlement fund represents a substantial recovery for the class. Plaintiff's experts have calculated the range of potential damages in this action. Dr. Boyle, Plaintiffs' retained real estate economist, calculated total property-value damages for the class at $342,140,079. Dr. Kram, Plaintiffs' retained vapor intrusion expert, calculated total mitigation damages for the class at $241,334,660. *See* Ellis Decl. at ¶ 19. Even adding these numbers together, for a potential maximum recovery of approximately $583 million dollars, the gross settlement amount represents a recovery of at least 12.8% of the potential recovery. This is in line with settlement amounts other courts in this Circuit have approved. *See In re Extreme Networks, Inc. Sec. Litig.*, 15-CV-04883-BLF, 2019 WL 3290770, at *9 (N.D. Cal. July 22, 2019) (approving class settlement in amount of 5% to 9.5% of estimated damages); *Ma v. Covidien Holding, Inc.*, No. SACV 12-02161-DOC 2014 WL 360196, at *5 (C.D. Cal., Jan. 31, 2014) (finding settlement at 9.1% of the total value of the action "within the range of reasonableness."). Additionally, a settlement at 12.8% of potential maximum recovery is especially reasonable in light of the potential litigation risks and Defendant's no-liability position. *See supra* at §§ I.A., III.B.2; ECF No. 414 at 1–2 (Defendants' liability position); *see also Linney v. Cellular Alaska P'ship,* 151 F.3d 1234, 1242 (9th Cir.1998) (holding that the settlement should be a reflection of the total value of the claims discounted by the risks and costs of litigation). Accordingly, the proposed settlement amount of $75 million weighs strongly in favor of approval.

As to factor 5, discovery had been completed and the case was nearly two weeks into trial when a

settlement was reached. For additional facts, see § B (Procedural History) of Factual Background above. This factor favors final approval.

As to factor 6, a court also considers "the experience and views of counsel." *Hanlon,* 150 F. 3d at 1026. Here, Class Counsel has extensive experience representing plaintiffs in environmental litigation and class action lawsuits. *See generally* ECF No. 408 at 20-21. That such experienced counsel advocate in favor of the settlement weighs in favor of approval. *In re Extreme Networks, Inc. Sec. Litig.*, 15-CV-04883-BLF, 2019 WL 3290770, at *9 (N.D. Cal. July 22, 2019).

As to factor 8, the reaction of class members has been positive. As of October 13, 2026, 1,151 claims have been submitted, with only seven (7) class members electing to opt-out of the settlement. A.B. Data Decl. at ¶¶ 17, 19. Furthermore, no objections to the settlement or related matters (such as the application for attorneys' fees, costs, and class representative service awards) have been received. A.B. Data Decl. at ¶ 18; Ellis Decl. at ¶ 18. Therefore this factor weighs strongly in favor of final approval.

IV. CONCLUSION

Based on the foregoing, Plaintiffs move the Court to enter a Final Order and Final Judgment granting final approval of the Settlement and grant such other and additional relief as the Court may deem appropriate.

Dated: October 13, 2026

/s/ *Ryan D. Ellis*
Ryan D. Ellis (*pro hac vice*)
Ryan.Ellis@lanierlawfirm.com
THE LANIER LAW FIRM, P.C.
10940 W. Sam Houston Pkwy N
Houston, Texas 77064
Phone: (713) 659-5200 Fax: (713) 659-2204

Michael Akselrud (SBN 285033)
Michael.Akselrud@lanierlawfirm.com
THE LANIER LAW FIRM, P.C.
2829 Townsgate Rd., Ste. 100
Westlake Village, California 91361
Telephone: (310) 277-5100 Facsimile: (310) 277-5103

W. Mark Lanier (*pro hac vice*)
WML@lanierlawfirm.com
Alex J. Brown (*pro hac vice*)

Alex.Brown@lanierlawfirm.com
THE LANIER LAW FIRM, P.C.
10940 W. Sam Houston Pkwy N
Houston, Texas 77064
Phone: (713) 659-5200 Fax: (713) 659-2204

Christopher T. Nidel (*pro hac vice*)
chris@nidellaw.com
Jonathan Nace (*pro hac vice*)
jon@nidellaw.com
William Cowles (*pro hac vice*)
will@nidellaw.com
Zachary A. Kelsay (*pro hac vice*)
zach@nidellaw.com
NIDEL & NACE, P.L.L.C.
One Church Street, Suite 802
Rockville, Maryland 20850
Phone: (202) 780-5153

David P. Page (*pro hac vice*)
dpage@eenradvocates.com
ENVIRONMENTAL ENERGY & NATURAL RESOURCES ADVOCATES, PLLC
1921 S Boston Ave.
Tulsa, Oklahoma 74119
Phone: (918) 764-8984

Gideon Kracov (Cal. SBA # 179815)
gk@gideonlaw.net
LAW OFFICE OF GIDEON KRACOV
801 S. Grand Ave., 11th Floor
Los Angeles, California 90017
Phone: (213) 700-4448

Attorneys for the Plaintiffs and Class Members

CERTIFICATE OF SERVICE

I, Ryan D. Ellis, attorney for the Plaintiffs and the class members, hereby certify that the **PLAINTIFFS' MOTION FOR FINAL SETTLEMENT APPROVAL** was served to counsel for the Defendants through the Court's ECF/CM system on October 13, 2026.

By: /s/ *Ryan D. Ellis*
Ryan D. Ellis (*pro hac vice*)
Attorneys for the Plaintiffs and the Class Members

CERTIFICATE OF COMPLIANCE

I, Ryan D. Ellis, attorney for the Plaintiffs and the class members, hereby certify that this memorandum of points and authorities does not exceed 25 pages, that the font is 12-point Times New Roman, and that footnotes are no smaller than 10-point font.

By: /s/ *Ryan D. Ellis*
Ryan D. Ellis (*pro hac vice*)
Attorneys for the Plaintiffs and the Class Members

EXHIBIT 1

Michael Akselrud (SBN 285033)
Michael.Akselrud@lanierlawfirm.com
THE LANIER LAW FIRM, P.C.
2829 Townsgate Rd., Ste. 100
Westlake Village, California 91361
Telephone: (310) 277-5100
Facsimile: (310) 277-5103

W. Mark Lanier (*pro hac vice*)
WML@lanierlawfirm.com
Alex J. Brown (*pro hac vice*)
Alex.Brown@lanierlawfirm.com
Ryan D. Ellis (*pro hac vice*)
Ryan.Ellis@lanierlawfirm.com
Alex Abston (*pro hac vice*)
Alex.Abston@lanierlawfirm.com
Megan Waida (*pro hac vice*)
Megan.Waida@lanierlawfirm.com
(*pro hac vice*)
THE LANIER LAW FIRM, P.C.
10940 W. Sam Houston Pkwy N
Houston, Texas 77064
Telephone: (713) 659-5200
Facsimile: (713) 659-2204

David P. Page (*pro hac vice*)
dpage@eenradvocates.com
ENVIRONMENTAL ENERGY & NATURAL RESOURCES ADVOCATES, PLLC
1921 S Boston Ave.
Tulsa, Oklahoma 74119
Telephone: (918) 764-8984

Christopher T. Nidel (*pro hac vice*)
chris@nidellaw.com
Jonathan Nace (*pro hac vice*)
jon@nidellaw.com
Thomas Sims (SBN 264174)
thomas@nidellaw.com
William W. Cowles (*pro hac vice*)
will@nidellaw.com
Zachary A. Kelsay (*pro hac* vice)
zach@nidellaw.com
NIDEL & NACE, P.L.L.C.
One Church Street, Suite 802
Rockville, MD 20850
Telephone: (202) 780-5153

Gideon Kracov (SBN 179815)
gk@gideonlaw.net
LAW OFFICE OF GIDEON KRACOV
801 S. Grand Ave., 11th Floor
Los Angeles, CA 90017
Telephone: (213) 700-4448

Attorneys for Plaintiffs and Class Members

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 RYAN D. ELLIS IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL SETTLEMENT APPROVAL

Hearing:
Date: November 12, 2026
Time: 10:00 a.m.
Place: Courtroom 5B, 5th Floor
350W. 1st Street
Los Angeles, CA 90012
Judge: Hon. Hernán D. Vera

DECLARATION OF RYAN D. ELLIS

I, RYAN D. ELLIS, declare:

1. I am an attorney at law, admitted to practice before this Court *pro hac vice*. I am admitted to practice before all courts of the State of Texas. I am an attorney in at The Lanier Law Firm, P.C., attorneys of record for Plaintiffs herein, and am one of the attorneys responsible for the day-to-day management of this case. Unless otherwise stated, the following facts are within my personal knowledge and, if called and sworn as a witness, I could and would competently testify to the following.

2. I make this declaration in support of Plaintiffs' Motion for Final Settlement Approval.

3. A full-day, in-person mediation was conducted between the Parties in this matter on October 1, 2025, before mediator Antonio Piazza. The parties were unable to reach resolution at that time but subsequently continued their settlement discussions both with and without Mr. Piazza, including a half-day follow up mediation session with Mr. Piazza on November 21, 2025.

4. Class Counsel obtained a list of owner names and mailing addresses for Class Area homes from the Los Angeles County Assessor and used that list to determine Class Members ownership status and class area. For certain properties that had been sold since July 1, 2024, Class Counsel augmented this approach by obtaining copies of historic deed records from the Los Angeles County Recorder's Office, and reviewing them to determine former owners who qualified as Class Members.

5. The Notice Package included information concisely informing Settlement Class Members of the following in plain, easily understood language: (i) the nature of the action and the class claims, issues, and defenses; (ii) the definition of the class certified; (iii) that a class member may enter an appearance through an attorney if the member so desires; (iv) the estimated amount the Class Member can expect to receive or a range of amounts based on the plan of allocation described above, with an explicit disclaimer that the amounts are estimates only; (v) information informing Settlement Class Members of their right to object or opt out and the deadline and manner for doing so; (vi) a statement that the Settlement Agreement will have preclusive effect and that participation in the Settlement shall result in a release of Released Claims; (vii) notification that Settlement Class Members are solely responsible for determining tax consequences of payments made pursuant to the Settlement Agreement; and (viii) information on how to submit a claim by mail or online.

6. This settlement was reached with the understanding that Plaintiffs still had uncertainty relating to liability and the amount of recovery as a jury verdict had not yet been reached.

7. And even if Plaintiffs had prevailed at trial, any recovery would have been subject to a post-trial administrative process to determine whether each class member's claim was barred by the statute of limitations. The settlement spares the class from this protracted and uncertain process.

8. Additionally, Defendants had other affirmative defenses that could have provided a complete bar to class member recovery.

9. Plaintiffs also faced a risk of any verdict being overturned on post-trial motions and appeal, as well as the costs and substantial delay associated with any post-trial motions or appeal.

10. The Parties have become aware of one other pending litigation related the Site: *Shakelian, et al. v. Northrop Grumman Corp., et al.*, No. 26STCV22881 (Cal. Super. Ct., L.A. Cnty., filed July 21, 2026).

11. Filed shortly after the preliminary approval hearing in this matter on behalf of 227 individually-named plaintiffs, the *Shakelian* action asserts the same underlying contamination and, in part, the same property damage and mitigation theories released by this Settlement, but pleads them alongside medical monitoring and personal injury damages that this Settlement does not touch.

12. Of the 227 individuals named in *Shakelian*, the great majority appear to be renters or other non-owning occupants, minors appearing through guardians *ad litem*, or residents of properties outside of the Class Area.

13. None of these categories satisfies the Settlement Class definition, which reaches only current owners and certain former owners of single-family homes and townhomes within the Class Area. ECF No. 425 at ¶ 2.

14. Based on a comparison of the *Shakelian* caption against the ownership records derived from the Los Angeles County Assessor and which form the Class Member list, only 34 named *Shakelian* plaintiffs—owning 27 Class Area properties—appear to be Settlement Class Members.

15. Notably, none of these 34 Settlement Class Members have requested exclusion from the Settlement, and none have objected.

16. The Settlement allocates recovery to each property owner within defined zones overlying the TCE groundwater plume. Those zones are not arbitrary; they are derived from decades of groundwater sampling and have been contoured based on measured concentrations and the known extent of the TCE plume.

17. By tying compensation to empirically established plume conditions, the Settlement ensures that relief is distributed in a manner that reasonably reflects relative potential exposure and associated potential property impacts.

18. The deadline for Settlement Class Members to file objections to the Settlement or to Plaintiffs' Motion for Attorney's Fees, Costs, and Class Representative Service Awards was September 25, 2026. As of the date of this declaration, Plaintiffs and Class Counsel have neither received nor been made aware of any objections by Class Members.

19. Dr. Boyle, Plaintiffs' retained real estate economist, calculated total property-value damages for the class at $342,140,079. Dr. Kram, Plaintiffs' retained vapor intrusion expert, calculated total mitigation damages for the class at $241,334,660.

20. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of October, 2026, at Austin, Texas.

/s/ Ryan D. Ellis
Ryan D. Ellis, Declarant

EXHIBIT 2

Michael Akselrud (SBN 285033)
Michael.Akselrud@lanierlawfirm.com
THE LANIER LAW FIRM, P.C.
2829 Townsgate Rd., Ste. 100
Westlake Village, California 91361
Telephone: (310) 277-5100
Facsimile: (310) 277-5103

W. Mark Lanier (*pro hac vice*)
WML@lanierlawfirm.com
Alex J. Brown (*pro hac vice*)
Alex.Brown@lanierlawfirm.com
Ryan D. Ellis (*pro hac vice*)
Ryan.Ellis@lanierlawfirm.com
Alex Abston (*pro hac vice*)
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Megan Waida (*pro hac vice*)
Megan.Waida@lanierlawfirm.com
(*pro hac vice*)
THE LANIER LAW FIRM, P.C.
10940 W. Sam Houston Pkwy N
Houston, Texas 77064
Telephone: (713) 659-5200
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David P. Page (*pro hac vice*)
dpage@eenradvocates.com
ENVIRONMENTAL ENERGY & NATURAL RESOURCES ADVOCATES, PLLC
1921 S Boston Ave.
Tulsa, Oklahoma 74119
Telephone: (918) 764-8984
Attorneys for Plaintiffs

Christopher T. Nidel (*pro hac vice*)
chris@nidellaw.com
Jonathan Nace (*pro hac vice*)
jon@nidellaw.com
Thomas Sims (SBN 264174)
thomas@nidellaw.com
William W. Cowles (*pro hac vice*)
will@nidellaw.com
Zachary A. Kelsay (*pro hac* vice)
zach@nidellaw.com
NIDEL & NACE, P.L.L.C.
One Church Street, Suite 802
Rockville, MD 20850
Telephone: (202) 780-5153

Gideon Kracov (SBN 179815)
gk@gideonlaw.net
Jordan R. Sisson (SBN 327057)
jordan@gideonlaw.net
LAW OFFICE OF GIDEON KRACOV
801 S. Grand Ave., 11th Floor
Los Angeles, CA 90017
Telephone: (213) 629-2071

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. 2:21-cv-03946-HDV-SK

CLASS ACTION

DECLARATION OF ROCHELLE J. TEICHMILLER ON IMPLEMENTATION OF NOTICE PLAN AND DUE DILIGENCE

I, Rochelle J. Teichmiller, declare:

1. I am a Senior Project Manager at the Class Action Notice and Settlement Administration Division of A.B. Data, Ltd. ("A.B. Data"), a company headquartered in Milwaukee, Wisconsin. I am over 21 years of age and am not a party to the above-captioned action (the "Action").

2. I submit this declaration at the request of Class Counsel in this Action. This declaration is based upon my personal knowledge and information provided by the Parties and A.B. Data staff members.

3. My previous declaration, the *Declaration of Rochelle J. Teichmiller in Support of Plaintiffs' Motion for Preliminary Settlement Approval*, dated June 1, 2026 (ECF No. 410) ("Notice Plan Declaration"), described the proposed notification plan ("Notice Plan") for the Settlement in this litigation. The Court approved the Notice Plan and appointed A.B. Data as Class Administrator on July 28, 2026 (ECF No. 425).

4. This declaration describes the implementation of the Notice Plan, and contains a report of valid opt-out requests. The Notice Plan included direct (mail and email) notice, paid media notice, and additional outreach.

DIRECT NOTICE

5. As described in my Notice Plan Declaration, Class Counsel provided A.B. Data with a list containing names, mailing addresses, and property ownership information derived from the records of the Los Angeles County Assessor's Office for properties located within the Class Area. A.B. Data reviewed and processed the list to remove duplicate entries and identified email addresses for Settlement Class Members (where reasonably available). The resulting list ("Class List") was used to provide direct notice. The Class Area contained 3,294 eligible properties. The Class List consisted of the current owners (as of August 11, 2026) of the 3,294 Class Area properties, as well as the former owners of 169 of those properties who Class Counsel determined had owned those properties as of July 1, 2024 but had since sold them.

6. On August 11, 2026, A.B. Data mailed the Long Form Notice and Claim and Release Form ("Claim Form" and, collectively, the "Notice Package"), in both English and Spanish, via First-Class U.S. Mail to all 3,463 mailing addresses on the Class List. A true and correct copy of the Notice Package is attached as **Exhibit A**.

7. As of October 13, 2026, A.B. Data tracked 54 Notice Packages as undeliverable. Of this total, one (1) Notice Package was promptly forwarded to an updated address provided by the United States Postal Service. For the remaining 53 undeliverable Notice Packages, A.B. Data conducted in-depth address research using a third-party subscription service and obtained updated addresses for 29 records. Notice Packages were promptly mailed to these 29 updated addresses.

8. On August 27, 2026, A.B. Data sent a notice, formatted as an email ("Email Notice"), to the email addresses associated with the Class List. The email was available in both English and Spanish. To generate the email list, A.B. Data first engaged a third-party commercial data broker service to determine likely email addresses associated with the names and addresses on the Class List. This process generated an initial list of 3,588 email addresses. Before sending, A.B. Data performed several tasks to maximize deliverability. These tasks included analyzing the initial list of 3,588 email addresses to confirm that each address was properly formatted and that no duplicate addresses were present. This process reduced the list to 3,049 valid email addresses, to which the Email Notice was sent. A.B. Data also incorporated standard deliverability practices, excluding words or phrases known to trigger spam or junk

filters and omitting email attachments. Of the 3,049 Email Notices sent, 2,817 (92%) were delivered and 232 were undeliverable. A true and correct copy of the Email Notice is attached as **Exhibit B**.

9. On September 10, 2026, A.B. Data sent 3,463 reminder notices in English and Spanish, formatted as postcards ("Reminder Postcard Notice"), via First-Class U.S. Mail to all 169 mailing addresses associated with former property owners and all 3,294 mailing addresses associated with current property owners on the Class List. True and correct copies of the Reminder Postcard Notices are attached as **Exhibit C.**

10. On October 2, 2026, A.B. Data sent a reminder email notice in English and Spanish, formatted as an email ("Reminder Email Notice"), to the 2,817 email addresses to which the initial Email Notice was successfully delivered. A true and correct copy of the Reminder Email Notice is attached as **Exhibit D.**

PUBLICATION, MEDIA, AND DOOR HANGER NOTICE

11. The Short Form Notice, in the form of a publication notice, appeared once in the *Los Angeles Daily News,* published on August 21, 2026, and in the Valley News Group publications (*Warner Center News, Valley Vantage, and Calabasas Enterprise*) on August 27, 2026. True and correct copies of the publication notice as it appeared in print are attached as **Exhibit E**.

12. From August 18, 2026, through September 17, 2026, digital banner and social media advertising (in English and Spanish) appeared on various websites and social media platforms through the Google Display Network, YouTube, and other programmatic channels. Targeted digital and social media advertising was employed to programmatically reach users in California, specifically within the affected Class Area. This advertising delivered 1,096,337 gross impressions[1] and 307 direct click-throughs to the website.

13. The digital and social media ads included images appropriate for this case and an embedded link to the case-specific website. Samples of the banner ads as they appeared on several websites are attached as **Exhibit F**.

[1] Gross (targeted) impressions are the duplicated sum of audiences of all media vehicles containing the notice.

14. From September 22, 2026, through September 24, 2026, reminder door hangers (in English and Spanish) were placed on 2,504 properties within the affected Class Area. A copy of the door hanger as it appeared is attached as **Exhibit G**.

SETTLEMENT WEBSITE

15. On August 11, 2026, A.B. Data established the case-specific website, www.CanogaParkClassAction.com. The website is simple to navigate and provides Settlement Class Members with the opportunity to obtain detailed information about the Settlement and relevant documents, including the notice documents, a downloadable Claim Form, the Settlement Agreement, the First Amendment to the Settlement Agreement, the Second Amended Complaint, the Proposed Final Pretrial Order, the Motions for Preliminary and Final Approval, the Motion for Attorney's Fees and Costs, and other relevant pleadings and court orders as they become available. The Motion for Attorney's Fees, Costs, and Class Representative Service Awards (ECF No. 423) was available on the website for Class Members to review on the day it was filed, September 4, 2026, which was 21 days before the deadline for Class Members to file an objection to the Settlement Agreement or any settlement-related matters. The website also provides functionality for Settlement Class Members to search for their property address within the Class Area, and to submit their claims online using the Unique ID and PIN that were provided to them in their Notice Package and in the Reminder Postcard Notice. The website also includes key deadlines and information for submitting claims, submitting opt-out/objection requests, and the final approval hearing. The website also provides contact information (email and toll-free phone number) for Class Members to contact the Class Administrator with any questions. A.B. Data will maintain this website until the Effective Date set forth in the Settlement Agreement and will continue to post relevant pleadings and orders to the website, including the forthcoming declaration of administrative costs. As of October 13, 2026, there have been 6,410 unique visitors to the website.

TOLL-FREE NUMBER

16. On August 11, 2026, A.B. Data established the case-specific toll-free telephone number with an automated interactive voice response ("IVR") system to address callers' questions and provide additional information about the Settlement in both English and Spanish. In addition to pre-recorded information, callers have also been able to leave voicemail messages, and their calls have been returned

by A.B. Data. Callers who left messages in Spanish have had their calls returned by an A.B. Data representative who speaks Spanish. As of October 13, 2026, there have been 689 calls to the toll-free telephone number, and A.B. Data has received and returned 413 phone messages.

EXCLUSION REQUESTS

17. The deadline for Settlement Class Members to request exclusion was September 25, 2026. As of October 13, 2026, A.B. Data has received seven (7) exclusion requests from the owners of four (4) individual Class Area properties. The redacted copies of the exclusions are attached as **Exhibit H**, and an unredacted copy of the exclusions will be filed under seal.

OBJECTIONS

18. The deadline for Settlement Class Members to object to the Settlement was September 25, 2026. Objections were required to be filed with the Court on or before that date. As of October 13, 2026, A.B. Data has neither received nor been made aware of any objections.

CLAIMS ADMINISTRATION

19. Settlement Class Members were required to complete and submit a properly executed Claim Form, either by mail or online through the case-specific website, to be eligible to receive a payment from the Settlement. The deadline for Settlement Class Members to file claims in this matter was October 10, 2026. As of October 13, 2026, A.B. Data has received 1,151 Claim Forms, of which 913 were submitted online and 238 were submitted by mail. Of the 1,151 Claim Forms received, 22 were submitted by former property owners (out of the 169 former property owner addresses on the Class List) and 1,092 were submitted by current property owners (approximately 33% of the 3,294 current property owner addresses on the Class List). The remaining 37 Claim Forms require further auditing to confirm the claimants' status. Claim Forms submitted by current property owners break down by sub-area as follows: 298 from Sub-Area A, 256 from Sub-Area B, and 538 from Sub-Area C. Because some timely mailed claim forms may not yet have arrived, A.B. Data is continuing to review and process claims. A.B. Data will file a supplemental declaration with an updated final claim count prior to the final approval hearing. A.B. Data did not detect any issues with fraudulently filed claims and did not have any issues with claims filed by claims aggregators.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of October 2026, in Milwaukee, Wisconsin.

Rochelle J. Teichmiller, Declarant

EXHIBIT A

Behar v. Northrop Grumman Corporation, et al.
Case No. 2:21-cv-03946-HDV-SK
United States District Court for the Central District of California

Date of Notice Mailing: August 11, 2026

If you own or owned a single-family home or townhome in the Canoga Park / Winnetka area in the zones outlined in the map on the following page, you may be entitled to a payment from a class action settlement.

WHY YOU SHOULD READ THIS NOTICE

Eligible current homeowners may be entitled to receive thousands of dollars.

Eligible former owners who sold a home after July 1, 2024, may be entitled to receive hundreds of dollars or more.

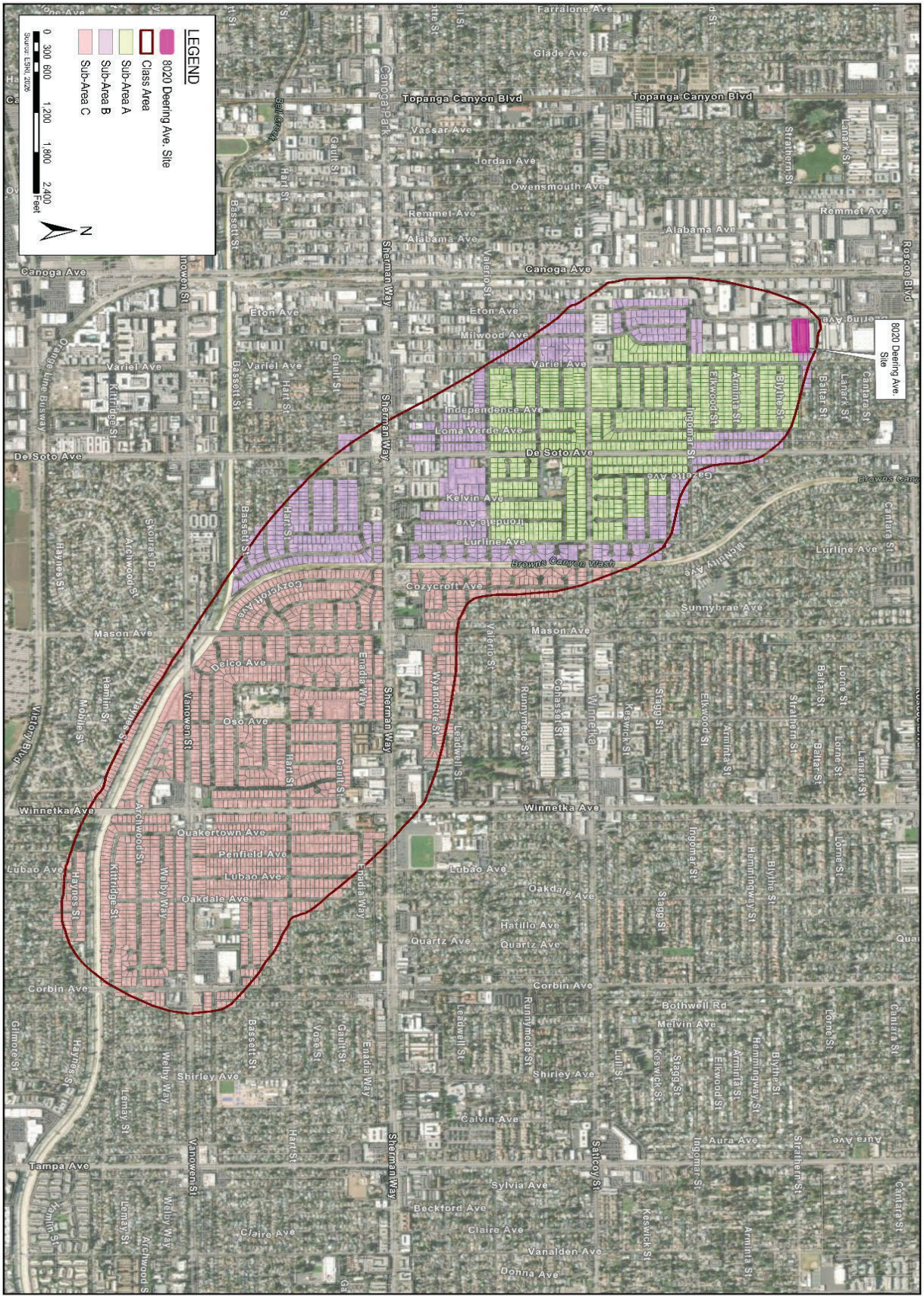
These amounts are estimates only. Your actual payment will depend on the factors described in this Notice. Read this Notice carefully to understand your rights and how to submit a claim.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A class action settlement has been reached with Northrop Grumman Corporation and Northrop Grumman Systems Corporation (the "Defendants") that, if approved by the Court, will create a cash settlement fund of $75,000,000.00 to resolve claims that Defendants are responsible for contamination of soil and groundwater in the Class Area, including trichloroethylene (TCE) and perchloroethylene (PCE). No portion of the Settlement Fund will revert to Defendants.
- The Settlement Fund will be used to pay (i) eligible Settlement Class Members, (ii) Class Counsel's Court-approved attorneys' fees and costs, (iii) Court-approved service awards to the Class Representatives, and (iv) costs of settlement administration.
- The Plaintiffs allege that contamination from operations of Defendants' alleged legal predecessors at 8020 Deering Ave., Canoga Park, CA 91304 has decreased property values in the Class Area and that homes require the installation of vapor-intrusion mitigation measures. The Defendants deny these allegations and deny any wrongdoing or liability.
- This Class Action Settlement does not release any claims Settlement Class Members may have for personal injury, wrongful death, or medical monitoring. See Question 15 below for information regarding what claims are released by this Class Action Settlement.
- If you own or owned a single-family home or townhome located in the Class Area as identified on the map included with this Notice, you may be a Settlement Class Member. The Class includes (i) all persons who own such a home as of the date this Notice was postmarked, and (ii) all persons who owned such a home as of July 1, 2024, but who have since sold it as of the date this Notice was postmarked. Employees of Defendants are excluded from the Class and may not participate in this settlement.
- If you are a Settlement Class Member, your legal rights are affected whether you act or do not act. Read this Notice carefully.

Questions? Call toll-free 833-419-5050 or visit www.CanogaParkClassAction.com.
PLEASE DO NOT CONTACT THE COURT

CLASS AREA MAP


LEGEND
8020 Deering Ave. Site
Class Area
Sub-Area A
Sub-Area B
Sub-Area C
0 300 600 1,200 1,800 2,400
Feet
N
Source: ESRI, 2026
8020 Deering Ave. Site
Canoga Park
Topanga Canyon Blvd
Vassar Ave
Jordan Ave
Owensmouth Ave
Remmet Ave
Alabama Ave
Canoga Ave
Sherman Way
Eton Ave
Milwood Ave
Variel Ave
Independence Ave
Loma Verde Ave
De Soto Ave
Kelvin Ave
Lurline Ave
Cozycroft Ave
Sunnybrae Ave
Mason Ave
Oso Ave
Winnetka Ave
Quakertown Ave
Penfield Ave
Lubao Ave
Oakdale Ave
Hatillo Ave
Quartz Ave
Corbin Ave
Bothwell Rd
Melvin Ave
Shirley Ave
Calvin Ave
Aura Ave
Tampa Ave
Sylvia Ave
Beckford Ave
Claire Ave
Vanalden Ave
Donna Ave
Farralone Ave
Glade Ave
Roscoe Blvd
Victory Blvd
Orange Line Busway
Browns Canyon Wash
Bassett St
Hart St
Gault St
Sherman Way
Valerio St
Lanark St
Strathern St
Ingomar St
Elkwood St
Arminta St
Blythe St
Lorne St
Cantara St
Runnymede St
Leadwell St
Wyandotte St
Enadia Way
Vanowen St
Hayvenhurst Ave
Hayvenhurst Ave
Hayvenhurst Ave

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Option	Effect
Submit a Claim Form	The only way to receive a cash payment. The Claim Form must be submitted to the Class Administrator no later than **October 10, 2026**. See Question 13 below.
Exclude Yourself	Receive no payment. This is the only option that preserves your right to bring or be part of any other lawsuit against Defendants relating to the legal claims released in this case. To opt out, you must mail a written request to the Class Administrator postmarked no later than **September 25, 2026**. See Question 16 below.
Object	Write to the Court explaining why you disagree with the Settlement, in whole or in part. You must remain in the Settlement Class to object. Objections must be postmarked no later than **September 25, 2026.** See Question 21 below.
Go to the Hearing	You may ask the Court for permission to speak at the Final Approval Hearing about the fairness of the Settlement. You must remain in the Settlement Class and timely submit a written objection containing a Notice of Intention to Appear. See Question 25 below.
Do Nothing	Receive no payment. Give up the right to sue Defendants for the claims released by the Settlement Agreement.

These rights and options—and the deadlines to exercise them—are explained in this Notice. Additional information is available at www.CanogaParkClassAction.com.

The Court still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why did I get this Notice?

The Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, eligible Settlement Class Members who submit timely and valid Claim Forms will receive the settlement benefits described in this Notice.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to obtain them.

The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *Behar v. Northrop Grumman Corporation, et al.*, Case No. 2:21-cv-03946-HDV-SK. The Honorable Hernán D. Vera is the District Judge presiding over the Action. The people who sued are called the Plaintiffs, and the companies they sued—Northrop Grumman Corporation and Northrop Grumman Systems Corporation—are called the Defendants.

Neither this Notice nor the Settlement is an admission of wrongdoing or liability by any party. Defendants deny all allegations in the lawsuit and do not admit any fault, liability, or violation of law, and the Court has not decided who is right.

2. What is this lawsuit about?

Plaintiffs Jed Behar and Alisa Behar filed this lawsuit on behalf of themselves and a class of property owners in the Class Area. Plaintiffs allege 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 allege that the contamination was caused in the late 1960s to early 1970s by alleged legal predecessors of Defendants. Plaintiffs asserted claims of negligence, private nuisance, and trespass. Plaintiffs claim that the presence of the alleged contamination has caused property values in the Class Area to decrease and that homes in the Class Area require the installation of vapor-intrusion mitigation measures ("Mitigation Measures").

Defendants deny these allegations and contend, among other things, that they are not responsible for any alleged contamination, that there is no evidence of any loss of property value in the Class Area, that there is no evidence of the presence of contamination from its alleged predecessor's operations in any homes—or of any measurable risk that such contamination will ever be present in any homes—in the Class Area, and that there is no evidence of any need for Mitigation Measures at any property. Defendants also contend that their remediation and clean-up efforts have been successful and that the groundwater contamination in the Class Area has been reduced and will continue to be reduced. The Court has not decided who is right.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case, Jed Behar and Alisa Behar), sue on behalf of others who have similar claims. All these people together are a "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. On July 1, 2024, the Court certified two classes in this case (Dkt. 175). For purposes of this Settlement only, the Court will be asked to certify a single Settlement Class as defined in Question 5 below.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendants. The Parties reached this Settlement in the middle of trial, after engaging in extensive litigation. By settling, both sides avoid the costs and risks of continued trial and appellate proceedings, and eligible property owners will receive compensation. The Class Representatives and Class Counsel believe that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class.

WHO IS IN THE SETTLEMENT

To receive money from this Settlement, you must be a Settlement Class Member.

5. How do I know if I am a Settlement Class Member?

If you received this Notice in the mail or by email without requesting it, public records show you may be a current or former owner of a single-family home or townhome in the Class Area. You should still verify that you meet the definition of the Settlement Class:

> *Settlement Class: 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.*

A map of the Class Area is included on page 2 of this Notice and is also available at www.CanogaParkClassAction.com. The Class Area is divided into three geographic sub-areas, and Settlement Class Members in each sub-area are entitled to different payment amounts under the Settlement (see Question 10 below). A list of addresses within the Class Area, organized by sub-area, is also available at the Settlement Website.

6. Which companies are included as "Defendants"?

The Defendants are Northrop Grumman Corporation and Northrop Grumman Systems Corporation. The Settlement also releases certain affiliated and related persons and entities, as set forth in the Settlement Agreement.

7. If I own property in the Class Area but I don't think it is damaged, am I included?

Yes. You are still included in the Settlement Class and are eligible to submit a Claim, regardless of whether you believe your property is actually damaged, so long as you (i) own a single-family home or townhome within the Class Area as of the date this Notice was postmarked, or (ii) owned such a home as of July 1, 2024 and have since sold it as of the date this Notice was postmarked.

8. I'm still not sure if I am included.

If you are still not sure whether you are a Settlement Class Member, you can get free help. You may call 833-419-5050 or visit www.CanogaParkClassAction.com, which contains a list of addresses within the Class Area, organized by sub-area, and additional information about the Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. What does the Settlement provide?

Defendants have agreed to pay $75,000,000.00 to create a non-reversionary Settlement Fund. The Settlement Fund will be used to pay (i) cash payments to eligible Settlement Class Members who submit timely and valid Claim Forms; (ii) Court-approved attorneys' fees and costs to Class Counsel; (iii) Court-approved service awards to the Class Representatives of up to $30,000 each; and (iv) the costs of settlement administration (the fees and costs of the Class Administrator). No portion of the Settlement Fund will revert to Defendants. The amount of the Settlement Fund remaining after deduction of attorneys' fees and costs, service awards, and administrative costs is referred to as the "Net Settlement Proceeds."

10. How will payments be allocated among Settlement Class Members?

Payments to Settlement Class Members will be allocated as follows:

First, $100,000.00 of the Net Settlement Proceeds will be distributed equally among Settlement Class Members who owned a single-family home or townhome within the Class Area as of July 1, 2024, but who have since sold their home as of the date this Notice was postmarked ("Former Owners"), and who submit timely and valid Claim Forms.

Second, the remaining Net Settlement Proceeds will be allocated among current homeowners within three geographic sub-areas:

- Sub-Area A (approximately 789 homes): 40% of the remaining Net Settlement Proceeds will be divided equally among Settlement Class Members who own these homes as of the date of this Notice and submit timely and valid Claim Forms.
- Sub-Area B (approximately 727 homes): 28% of the remaining Net Settlement Proceeds will be divided equally among Settlement Class Members who own these homes as of the date of this Notice and submit timely and valid Claim Forms.
- Sub-Area C (approximately 1,778 homes): 32% of the remaining Net Settlement Proceeds will be divided equally among Settlement Class Members who own these homes as of the date of this Notice and submit timely and valid Claim Forms.

Based on conservative estimates and assumptions about administrative costs, attorneys' fees and costs, service awards, and the number of Settlement Class Members who submit valid Claim Forms, Class Counsel estimates that each eligible property will entitle its owner(s) to a total payment of approximately:

- Sub-Area A: $21,110 per eligible home.
- Sub-Area B: $16,037 per eligible home.
- Sub-Area C: $7,494 per eligible home.
- Former Owners (sold after July 1, 2024): $444 per eligible home.

These figures are estimates only. The actual amount of any payment will depend on the Court's award of attorneys' fees and costs, the Court's award of service awards, the costs of settlement administration, and the number of Settlement Class Members who submit timely and valid Claim Forms. Final amounts may be more or less than these estimates.

There will be only one payment per single-family home or townhome in the Class Area, regardless of the number of owners. For example, if the home at 123 Maple Street is located in Sub-Area A, is owned jointly by three individuals, and the Court determines that homes in Sub-Area A are entitled to $21,110 per home, then a single payment of $21,110 will be issued for the home at 123 Maple Street, and the three co-owners will be responsible for dividing that payment among themselves. In the case of homes that were sold after July 1, 2024, both the Former Owner and the current owner may be eligible, with the Former Owner's payment coming from the Former Owners pool described above and the current owner's payment coming from the applicable sub-area allocation.

11. What if more than one person owns my home?

If multiple people own or owned the property at the same time and each of them files a valid claim, the Settlement Administrator will write a single check payable to all co-owners of the property. Co-owners are responsible for dividing the single payment among themselves; the Settlement Agreement does not provide a procedure for resolving disputes among co-owners.

12. What if I sold my home after July 1, 2024?

If you owned a single-family home or townhome in the Class Area on July 1, 2024, but sold it before the date of this Notice, you are a Former Owner. You may submit a Claim Form to receive a share of the $100,000 Former Owners pool described in Question 10. The current owner of your former home may submit a separate Claim for the applicable sub-area allocation.

HOW YOU GET THE SETTLEMENT BENEFITS—SUBMITTING A CLAIM

13. How can I get a payment?

To qualify for a payment, you must submit a Claim Form, together with proof of ownership, to the Class Administrator. A Claim Form is enclosed with this Notice. Read the instructions carefully, complete the Claim Form, include the required proof of ownership, sign it, and mail it (or submit it electronically through the Settlement Website) so that it is **postmarked or received no later than October 10, 2026**.

You may also submit your Claim Form electronically at www.CanogaParkClassAction.com using the login information that appears on the Claim Form mailed to you.

Only Claim Forms submitted directly to the Class Administrator will be accepted. No Claim Form submitted to a third party (e.g., a claims aggregator) will be valid. If the Class Administrator receives a Claim Form from any third party, the Class Administrator will take steps to contact the claimant and explain how to submit a Claim directly.

14. When would I get a payment?

The Court will hold a Final Approval Hearing on November 12, 2026 at 10:00 a.m. PT to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether and when appeals can be resolved, and resolving them can take time, perhaps more than a year. Defendants are required to fund the Settlement Fund within 30 days after the Effective Date (as defined in the Settlement Agreement). The Class Administrator will then make reasonable efforts to issue payments to eligible Settlement Class Members within 45 days after the Effective Date.

Checks issued under the Settlement will remain valid for 180 days from the date of mailing. If your check is not cashed within that period, the Class Administrator will attempt to locate you and re-issue a check with a 90-day expiration. If you cannot be located within 180 days after the expiration of the original check, uncashed funds will be redistributed equally among Settlement Class Members who timely cashed their checks. After one redistribution, any remaining funds will be paid to a Court-approved *cy pres* beneficiary.

15. What am I giving up if I remain in the Settlement Class?

Unless you exclude yourself, you will remain a member of the Settlement Class. That means that, in exchange for the consideration provided by the Settlement, you and your heirs, successors, and assigns will release Defendants and the Released Parties from any and all claims, known or unknown, for property damage or Mitigation Measures that arise out of or relate to the facts alleged in the Second Amended Complaint or Section VII of the Proposed Final Pretrial Conference Order, regardless of whether you submit a Claim Form. A copy of those documents is available for you to review on the settlement website www.CanogaParkClassAction.com. The released claims are described in detail in Section 5 of the Settlement Agreement and in the Release on the Claim Form.

Important: The Settlement does not release, and you will not be giving up, any claims based on alleged personal injury, wrongful death, or claims for medical monitoring.

The Release also includes a waiver of California Civil Code section 1542 (and any similar law of any other state or jurisdiction), which protects against the release of unknown claims. The full text of the section 1542 waiver appears in the Release on the Claim Form and in Section 5 of the Settlement Agreement, which is available at www.CanogaParkClassAction.com.

You are solely responsible for determining the tax consequences of any payment you may receive under this Settlement. Neither the Court, the Defendants, the Plaintiffs/Class Representatives, Class Counsel, nor the Class Administrator is providing any advice or making any representations about the tax consequences of payments made under the Settlement. The Class Administrator will issue the necessary IRS tax forms to Settlement Class Members who receive payments.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues released by the Settlement, you must take steps to exclude yourself from the Settlement Class. This is called "opting out."

16. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a written request stating that you want to be excluded from the Settlement Class in *Behar v. Northrop Grumman Corporation, et al.*, Case No. 2:21-cv-03946-HDV-SK. Your request must include your name, address, telephone number, the address of the property you own or owned in the Class Area, and your signature. Your request must be mailed to the Class Administrator, **postmarked no later than September 25, 2026** at the following address:

Behar v. Northrop Grumman Class Administrator
c/o A.B. Data, Ltd.
EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217

You may not exclude yourself by telephone or e-mail. You cannot exclude anyone but yourself. Late-submitted opt-out requests will not be accepted and shall not be effective. If you ask to be excluded, you will not receive any settlement payment, you cannot object to the Settlement, and you will not be bound by anything that happens in this lawsuit. You may then be eligible to sue (or continue to sue) Defendants on your own about the released claims, subject to all applicable defenses.

17. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendants or the Released Parties for the Released Claims described in the Settlement Agreement and in Question 15. If you have a pending lawsuit related to the released claims, speak to your lawyer in that lawsuit immediately. The deadline to exclude yourself is September 25, 2026.

18. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you cannot submit a Claim Form to receive a payment. But, subject to applicable defenses, you may sue, continue to sue, or be part of a different lawsuit against Defendants on your own.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court has appointed the following attorneys to represent you and the other Settlement Class Members (collectively, "Class Counsel"):

- W. Mark Lanier, Alex J. Brown, Ryan D. Ellis, and Michael Akselrud, THE LANIER LAW FIRM, P.C.
- Christopher T. Nidel, Jonathan Nace, and William W. Cowles, NIDEL & NACE, P.L.L.C.
- David P. Page, ENVIRONMENTAL ENERGY & NATURAL RESOURCES ADVOCATES, P.L.L.C.
- Gideon Kracov, LAW OFFICE OF GIDEON KRACOV.

You will not be separately charged for these lawyers. Class Counsel will seek a recovery of attorneys' fees plus costs and expenses to be paid out of the Settlement Fund. You do not need to hire your own lawyer, however, if you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel intends to apply to the Court for an award of attorneys' fees of up to forty percent (40%) of the Settlement Fund ($30,000,000.00), as well as reimbursement of reasonable costs and expenses which are estimated not to exceed $3,000,000.00, and the costs and fees of the Class Administrator for settlement administration, which are estimated not to exceed $200,000.00. In the event of an appeal, Class Counsel intends to request additional attorneys' fees of up to forty-five percent (45%) of the Settlement Fund to compensate for additional work in defending the Settlement on appeal ($33,750,000.00), as well as reimbursement of all reasonable costs and expenses associated with such appeal. Class Counsel will also request Court-approved service awards of up to $30,000 each for Class Representatives Jed Behar and Alisa Behar in recognition of their work and risk in serving as Class Representatives. The Court will determine the actual amounts to be awarded. All such amounts will be paid from the Settlement Fund. Class Counsel's motion for attorneys' fees and costs will be filed with the Court no later than September 4, 2026, and will be available for review at www.CanogaParkClassAction.com at least 20 days before the deadline to object to the Settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you disagree with the Settlement or some part of it.

21. How do I tell the Court that I disagree with the Settlement?

If you are a Settlement Class Member, you may object to the Settlement (in whole or in part) by submitting a written objection to the Court no later than September 25, 2026. To be valid, your written objection must:

- Contain a heading referring to *Behar v. Northrop Grumman Corporation, et al.*, Case No. 2:21-cv-03946-HDV-SK;
- Include your full name, current address, telephone number, the address of your property within the Class Area, and your signature;
- Set forth, in clear and concise terms, the legal and factual arguments supporting your objection;
- Include any documents or other evidence you wish the Court to consider; and
- State whether you (or your attorney, if any) intend to appear at the Final Approval Hearing (a "Notice of Intention to Appear").

Your written objection must be mailed to or filed with the Court at the following address, and a copy must also be served by first-class mail on Class Counsel and Defense Counsel at the addresses below:

Court
Clerk of the Court
U.S. District Court for the Central District of California
350 W. 1st Street, Suite 4311
Los Angeles, CA 90012-4565

Class Counsel
The Lanier Law Firm, P.C.
Attn: Ryan D. Ellis
10940 W. Sam Houston Pkwy. Suite 100
Houston, Texas 77064

Defense Counsel
Gibson, Dunn & Crutcher LLP
Attn: Christopher Chorba
333 South Grand Avenue
Los Angeles, California 90071

The postmark date will be the exclusive means for determining whether your objection is timely. Settlement Class Members who fail to make objections in the manner described above shall be deemed to have waived any and all objections and shall be foreclosed from making any objection, by appeal or otherwise.

22. What is the difference between objecting and excluding myself?

Objecting is telling the Court that you disagree with something about the Settlement. You can only object if you remain in the Settlement Class. Excluding yourself (opting out) is telling the Court that you do not want to be part of the Settlement Class at all. If you exclude yourself, you cannot object, because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend, and you may ask to speak, but you do not have to do either.

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on November 12, 2026, at 10:00 a.m. PT before the Honorable Hernán D. Vera, at the United States Courthouse, 350 W. 1st Street, Los Angeles, CA 90012, in Courtroom 5B. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to award to Class Counsel for attorneys' fees, costs, and expenses, as well as how much of a service award to award to the Class Representatives. We do not know how long the Court's decision will take. The hearing may be postponed or adjourned without further notice.

24. Do I have to attend the Hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to attend at your own expense. If you submit a written objection, you do not need to attend the hearing to have it considered, but you may attend if you wish.

25. May I speak at the Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a Notice of Intention to Appear in your written objection submitted in accordance with Question 21. You may not speak at the Hearing if you have excluded yourself from the Settlement Class.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you do nothing, you will receive no payment from this Settlement. Unless you exclude yourself, you will still be bound by the Court's orders and the Release of Released Claims. You will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the Released Claims, ever again.

GETTING MORE INFORMATION

27. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. The complete Settlement Agreement, the operative complaint, and other case documents are available for review at www.CanogaParkClassAction.com. You may also review papers filed in the case at the Office of the Clerk of the United States District Court for the Central District of California.

28. How do I get more information?

You may call toll-free 833-419-5050 or visit www.CanogaParkClassAction.com. Please do not contact the Court or Defendants for information about the Settlement.

DATED: August 11, 2026

BY ORDER OF HON. HERNÁN D. VERA

THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

Behar v. Northrop Grumman Corporation, et al.

Case No. 2:21-cv-03946-HDV-SK

United States District Court for the Central District of California

CLAIM AND RELEASE FORM

Owner Mailing Address:	**Covered Property Information:**
<<Name1, Name2, Name3, Name 4>>	<<Property Street Address>>
<<Street1>>	<<Property City, Property State Property ZIP>>
<<Street2>>	<<UniqueID>>
<<City, State Zip>>	<<PIN>>

INSTRUCTIONS

If you own or owned a single-family home or townhome located within the Class Area shown on the map below (i) as of the date of the Notice of Class Action Settlement, or (ii) as of July 1, 2024 and you have since sold the home as of the date of that Notice, you may be eligible for a settlement payment in *Behar v. Northrop Grumman Corporation, et al*., Case No. 2:21-cv-03946-HDV-SK, if the Court approves the Settlement.

YOU MUST COMPLETE AND SUBMIT THIS CLAIM AND RELEASE FORM, WITH PROOF OF OWNERSHIP, TO RECEIVE A SETTLEMENT PAYMENT.

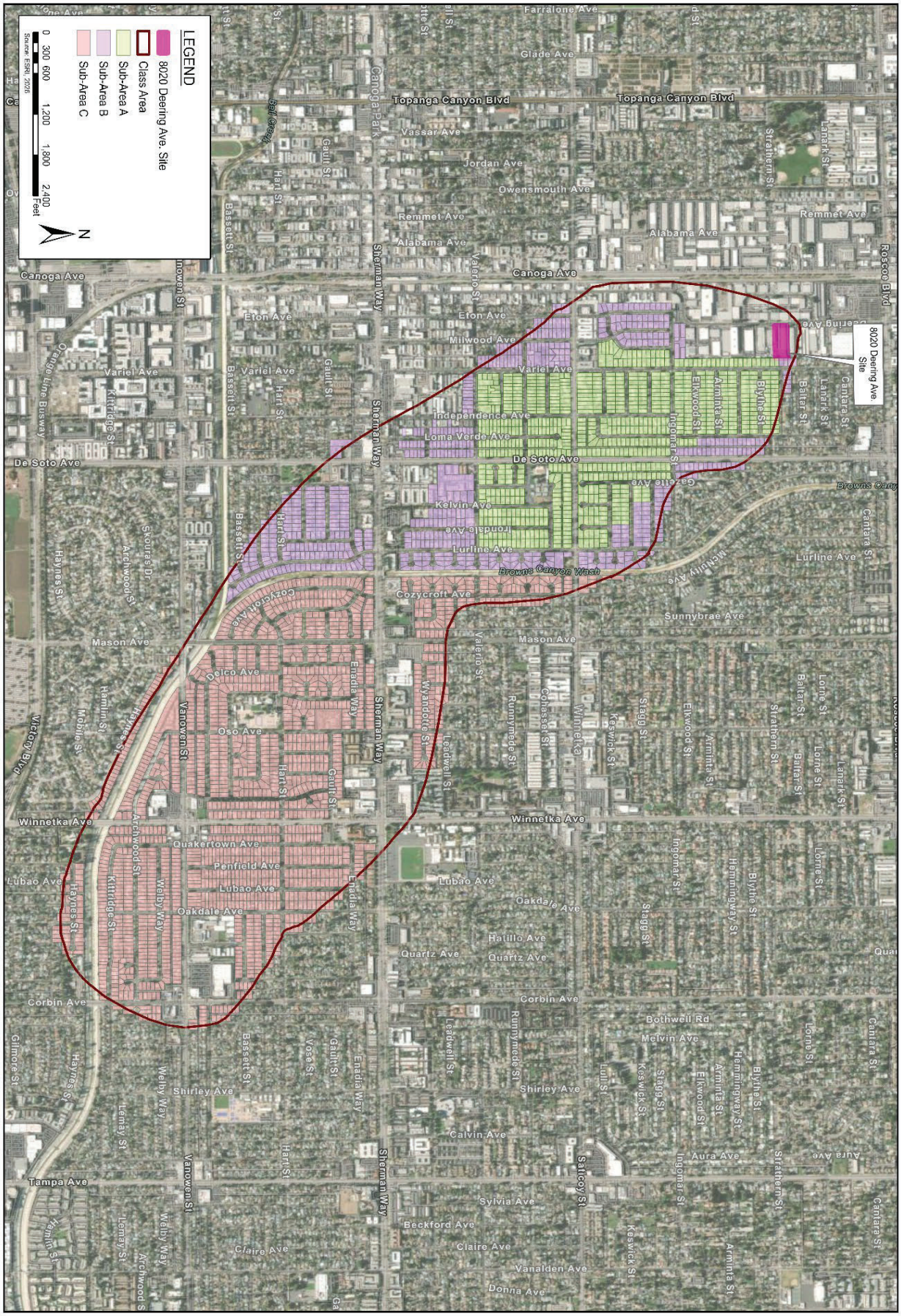
The amount of any final payment will depend on the Court's award of attorneys' fees and costs, the Court's award of service awards, the costs of settlement administration, the geographic sub-area in which your property is located, and the number of Settlement Class Members who submit timely and valid Claim Forms. See the Notice for details.

This Claim and Release Form, together with the required documentation, must be postmarked or received by the Class Administrator no later than **October 10, 2026**. You may also complete and submit this Claim and Release Form online at www.CanogaParkClassAction.com using the following login information:

Unique ID: <<UniqueID>>

PIN: <<PIN>>

Only Claim Forms submitted directly to the Class Administrator are valid. Claim Forms submitted through a third-party claims aggregator will not be accepted. For more information, please visit www.CanogaParkClassAction.com or call 833-419-5050.



CLASS AREA MAP

Behar v. Northrop Grumman Corporation, et al.

Case No. 2:21-cv-03946-HDV-SK

United States District Court for the Central District of California

CLAIM AND RELEASE FORM

Owner Mailing Address:	**Covered Property Information:**
<<Name1, Name2, Name3, Name 4>>	<<Property Street Address>>
<<Street1>>	<<Property City, Property State Property ZIP>>
<<Street2>>	<<UniqueID>>
<<City, State Zip>>	<<PIN>>

CONTACT INFORMATION

Name:

(First) (Middle) (Last)

Telephone No.: ___ ___ ___ – ___ ___ ___ – ___ ___ ___ ___

Email Address: _____

Current Mailing Address: _____
(Street) (Unit / Apt #)

_____ _____ _____
(City) (State) (Zip Code)

Social Security No.: ___ ___ ___ – ___ ___ – ___ ___ ___ ___ ~OR~

Tax ID No.: ___ ___ – ___ ___ ___ ___ ___ ___ ___

PROPERTY OWNERSHIP INFORMATION

If you own or owned more than one single-family home or townhome in the Class Area, please complete a separate Claim Form for each property. Additional Claim Forms are available at www.CanogaParkClassAction.com or by calling 833-419-5050.

Address of eligible property in Class Area:

_____ _____
(Street) (Unit / Apt #)

_____ _____ _____
(City) (State) (Zip Code)

Period of Ownership

1. When did you purchase or otherwise acquire title to the property? _____ / _____ (Month / Year)

2. Did you own the property as of July 1, 2024? ☐ Yes ☐ No

3. Do you currently own the property? ☐ Yes ☐ No

4. If you answered "No" to Question 3, when did you sell or otherwise transfer your interest in the property?

_____ / _____ (Month / Year)

5. Did you or do you currently own the Property with anyone else (for example, a spouse or co-owner)?

☐ Yes ☐ No

6. If you answered "Yes" to Question 5, please list all other co-owners of the property (each co-owner must either complete his or her own Claim and Release Form or sign this Claim and Release Form below):

(Co-owner #1) _____

(Co-owner #2) _____

(Co-owner #3) _____

EMPLOYEE VERIFICATION

By checking the box below, I verify under penalty of perjury that I am not an employee of Northrop Grumman Corporation or Northrop Grumman Systems Corporation. Employees of Defendants are excluded from the Settlement Class and are not eligible to participate in the Settlement.

☐ I verify that I am not an employee of Northrop Grumman Corporation or Northrop Grumman Systems Corporation.

PROOF OF OWNERSHIP

Attach documentary proof of ownership of the property showing that you owned the property either as of July 1, 2024, or as of the date of the Notice of Class Action Settlement. The following types of documents are acceptable proof of ownership.

Please attach a copy of one of the following documents and check the corresponding box.

☐ Property deed

☐ Title insurance policy

☐ Mortgage statement

☐ Property tax statement or bill

☐ Settlement / closing statement (e.g., HUD-1, Closing Disclosure)

☐ Homeowners insurance policy declaration page

☐ Certificate of title

☐ Government record evidencing ownership

☐ Utility bill (water, electric, gas, sewer, or trash) listing the Settlement Class Member's name and the address of the property in the Class Area

☐ Other (please describe): _____

Proof of ownership will be subject to verification by the Class Administrator. The Class Administrator may request additional documentation if necessary to verify your claim.

CERTIFICATION AND RELEASE OF CLAIMS

Read this Section carefully. By signing below, you are agreeing to release legal claims you may have against the Defendants and Released Parties.

Certification.

I hereby certify, under penalty of perjury under the laws of the United States, that: (1) the foregoing information is true and correct to the best of my knowledge; (2) I am not an employee of Defendants; and (3) I either currently own, or owned as of July 1, 2024 (and have since sold), the single-family home or townhome at the address identified above and located within the Class Area.

Released Parties.

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

Release of Claims.

In exchange for, and upon receipt of, the settlement payment for which I am submitting this Claim and Release Form, and as a Settlement Class Member who has not opted out of the Settlement, I (on behalf of myself and my heirs, executors, administrators, successors, and assigns) hereby fully release and forever discharge the Released Parties from any and all claims, judgments, liens, losses, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, indemnities, actions, causes of action, and obligations of every kind and nature, in law, equity, or otherwise, known or unknown, suspected or unsuspected, foreseen or unforeseen, developed or undeveloped, disclosed or undisclosed, contingent or accrued, liquidated or unliquidated, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, that I ever had, now have, may have, or hereafter can, shall, or may ever have against the Released Parties for property damage or Mitigation Measures that arise out of or relate to the facts alleged in the Second Amended Complaint (Dkt. 91) or Section VII of the Proposed Final Pretrial Conference Order (Dkt. 348-1 at 10–20) (the "Released Claims").

The Released Claims include any unknown claims for property damage or Mitigation Measures that I do not know or suspect to exist in my favor, which, if known by me, might have affected this release. The Released Claims do NOT include claims for personal injury, wrongful death, or claims for medical monitoring.

Waiver of California Civil Code Section 1542.

I expressly, knowingly, and voluntarily waive the provisions of California Civil Code section 1542, and any similar law of any other state or jurisdiction, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

I acknowledge that I am aware that I or my attorneys may hereafter discover claims or facts in addition to or different from those I now know or believe exist with respect to the Released Claims, but it is my intention to fully, finally, and forever settle and release all of the Released Claims, known or unknown, suspected or unsuspected, asserted or unasserted, or past, present or future, that I have against the Released Parties. I have had the opportunity to seek the advice of counsel regarding the contents and effect of section 1542.

No Assignment.

I represent and warrant that I have not assigned, sold, or otherwise transferred any portion of the Released Claims to any other person or entity.

SIGN AND DATE

You must sign this Claim and Release Form under penalty of perjury. Please make sure all information is true and correct before signing.

_____ _____

Property Owner's Signature Co-Owner's Signature (if applicable)

_____ _____

Print Name Print Name

Date: _____ Date: _____

Dates of property ownership (Month/Year to Month/Year): _____ to _____.

If you are signing on behalf of an entity, trust, or estate (i.e., you are not the individual property owner), please also complete the following:

I certify under penalty of perjury that (1) I am an authorized officer, partner, trustee, executor, guardian, or other legal representative of the property owner/claimant; and (2) I am authorized to sign this Claim and Release Form on behalf of the property owner/claimant.

Name of Person Signing (Print): _____

Capacity (e.g., Trustee, Executor, Officer): _____

Signature: _____ Date: _____

HOW TO SUBMIT YOUR CLAIM AND RELEASE FORM

Mail your completed Claim and Release Form, together with the required documentation, **postmarked no later than October 10, 2026,** to:

Behar v. Northrop Grumman Class Administrator
c/o A.B. Data, Ltd.
P.O. Box 173072
Milwaukee, WI 53217

You may also complete and submit this Claim and Release Form and supporting documents online at www.CanogaParkClassAction.com using the Unique ID and PIN printed above.

Only Claim Forms submitted directly to the Class Administrator are valid. Claim Forms submitted through third-party claims aggregators will not be accepted, although the Class Administrator may, in its discretion, treat such Claim Forms as timely if a corresponding direct submission is made within 30 days of the claims deadline.

¿Tiene preguntas? Llame sin cargo al número gratuito 833-419-5050 o visite www.CanogaParkClassAction.com.
LE SOLICITAMOS QUE NO SE COMUNIQUE CON EL TRIBUNAL

Behar v. Northrop Grumman Corporation, et al.
Caso n.º 2:21-cv-03946-HDV-SK
Tribunal de Distrito de EE. UU. para el Distrito Central de California

Fecha de envío del aviso: 11 de agosto de 2026

Si usted es o fue propietario de una casa unifamiliar o casa adosada en el área de Canoga Park/Winnetka, en las zonas delimitadas en el mapa de la página 3 de este Aviso, podría tener derecho a un pago de un acuerdo de demanda colectiva.

¿POR QUÉ DEBE LEER ESTE AVISO?

Los propietarios actuales elegibles pueden tener derecho a recibir miles de dólares.

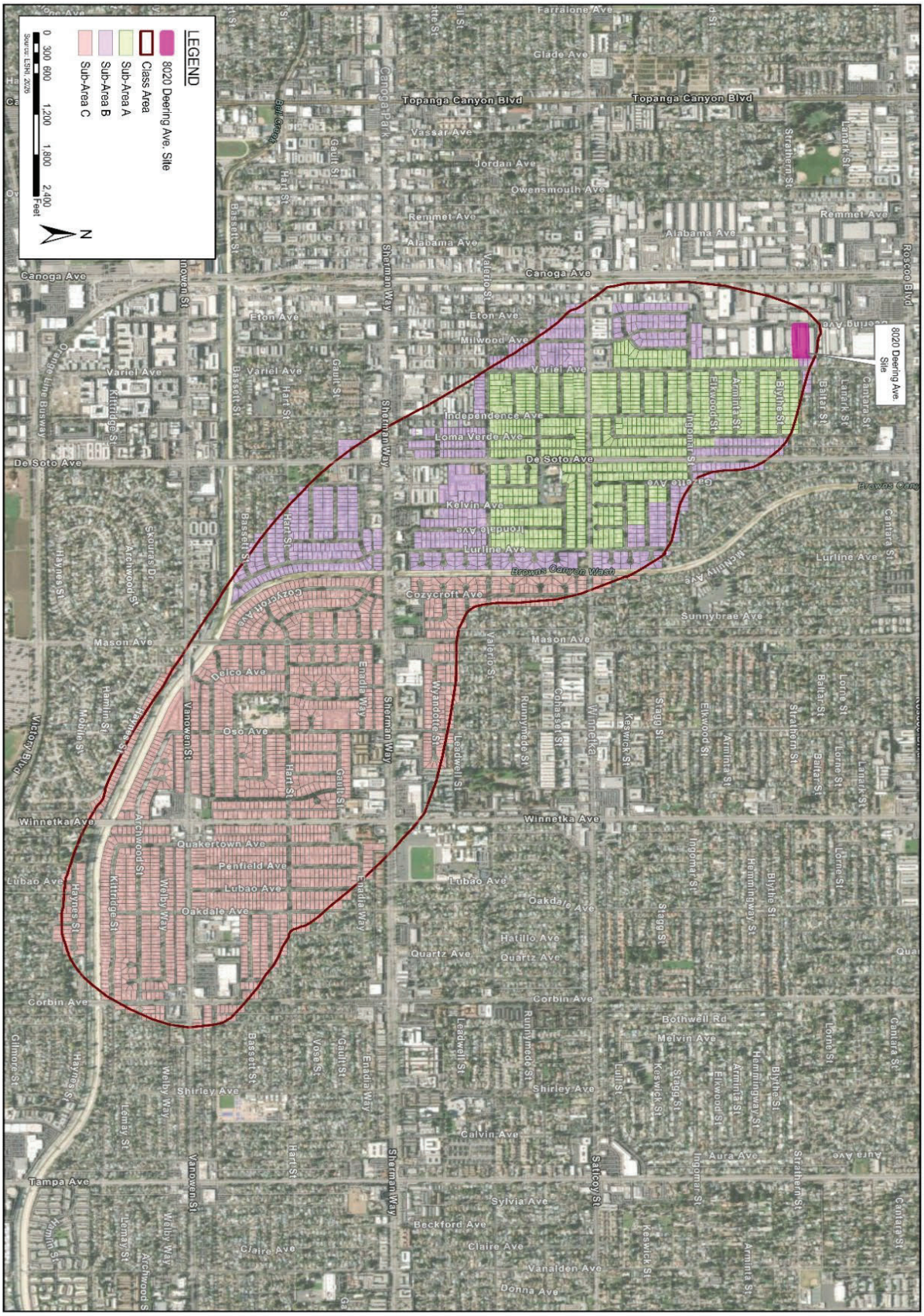
Los antiguos propietarios elegibles que vendieron una vivienda después del 1 de julio de 2024 podrían tener derecho a recibir cientos de dólares o más.

Estos montos son solo estimaciones. El pago real dependerá de los factores descritos en este Aviso. Lea detenidamente este Aviso para comprender sus derechos y cómo presentar un reclamo.

Un tribunal federal autorizó este aviso. No se trata de la oferta de un abogado.

- Se ha llegado a un acuerdo de demanda colectiva con Northrop Grumman Corporation y Northrop Grumman Systems Corporation (los "Demandados") que, si el Tribunal aprueba, creará un fondo del acuerdo de conciliación en efectivo de $75,000,000.00 para resolver los reclamos de que los Demandados son responsables de la contaminación del suelo y de las aguas subterráneas en el Área cubierta por la Demanda Colectiva, incluida la contaminación por tricloroetileno (TCE) y percloroetileno (PCE). Ninguna parte del Fondo del Acuerdo de Conciliación revertirá a los Demandados.
- El Fondo del Acuerdo de Conciliación se utilizará para pagar (i) a los Miembros del Grupo de Demandantes del Acuerdo de Conciliación elegibles; (ii) los honorarios y costos de los Abogados del Grupo de Demandantes aprobados por el Tribunal; (iii) las compensaciones por servicios a los Representantes del Grupo de Demandantes aprobadas por el Tribunal; y (iv) los costos de administración del acuerdo de conciliación.
- Los Demandantes alegan que la contaminación proviene de las operaciones de los supuestos predecesores legales de los Demandados en 8020 Deering Ave., Canoga Park, CA 91304 ha disminuido el valor de las propiedades en el Área cubierta por la Demanda Colectiva y que las viviendas requieren la instalación de medidas de mitigación contra la intrusión de vapores. Los Demandados niegan estas alegaciones y niegan cualquier ilícito o responsabilidad.
- Este Acuerdo de Demanda Colectiva no exonera ningún reclamo que los Miembros del Grupo de Demandantes del Acuerdo de Conciliación puedan tener por lesiones personales, muerte por negligencia o control médico. Consulte la Pregunta 15 a continuación para obtener información sobre qué reclamaciones son liberadas por este Acuerdo de Conciliación de Demanda Colectiva.
- Si usted es o fue propietario de una vivienda unifamiliar o casa adosada ubicada en el Área cubierta por la Demanda Colectiva, según se identifica en el mapa incluido con este Aviso, es posible que sea Miembro del Grupo de Demandantes del Acuerdo de Conciliación. El Grupo de Demandantes incluye (i) a todas las personas que sean propietarias de dicho tipo de vivienda a partir de la fecha del sello postal de este Aviso; y (ii) todas las personas que eran propietarias de dicha vivienda el 1 de julio de 2024 y la hayan vendido desde entonces a partir de la fecha del sello postal de este Aviso. Los empleados de los Demandados están excluidos del Grupo de Demandantes y no pueden participar en este acuerdo de conciliación.
- Si usted es Miembro del Grupo de Demandantes del Acuerdo de Conciliación, sus derechos legales se verán afectados independientemente de si toma alguna medida o no. Le pedimos que lea este Aviso atentamente.

¿Tiene preguntas? Llame sin cargo al número gratuito 833-419-5050 o visite www.CanogaParkClassAction.com.
LE SOLICITAMOS QUE NO SE COMUNIQUE CON EL TRIBUNAL



MAPA DEL ÁREA CUBIERTA POR LA DEMANDA COLECTIVA

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO DE CONCILIACIÓN

Opción	Efecto
Presentar un formulario de reclamo	Es la única forma de recibir un pago en efectivo. El Formulario de Reclamo debe presentarse al Administrador del Grupo de Demandantes a más tardar el **10 de octubre de 2026**. Consulte la Pregunta 13 a continuación.
Excluirse	No recibirá ningún pago. Esta es la única opción que preserva su derecho a presentar o formar parte de cualquier otra demanda contra los Demandados relacionada con los reclamos legales exonerados en este caso. Para excluirse, debe enviar por correo al Administrador del Grupo de Demandantes una solicitud por escrito con fecha de sello postal, a más tardar, del **25 de septiembre de 2026**. Consulte la Pregunta 16 más adelante.
Plantear una objeción	Escriba al Tribunal explicando por qué no está conforme con el Acuerdo de Conciliación, en su totalidad o en parte. Debe permanecer en el Grupo de Demandantes del Acuerdo de Conciliación para plantear una objeción. Las objeciones deben tener fecha de sello postal, a más tardar, del **25 de septiembre de 2026**. Consulte la Pregunta 21 más adelante.
Asistir a la audiencia	Puede solicitar permiso al Tribunal para hablar en la Audiencia de Aprobación Definitiva sobre la imparcialidad del Acuerdo de Conciliación. Debe permanecer en el Grupo de Demandantes del Acuerdo de Conciliación y presentar oportunamente una objeción por escrito que contenga un Aviso de Intención de Comparecer. Consulte la Pregunta 25 más adelante.
No hacer nada	No recibirá ningún pago. Renunciar al derecho a demandar a los Demandados por los reclamos exonerados en el Acuerdo de Conciliación.

Estos derechos y opciones, y las fechas límites para hacer uso de ellos, se explican en este Aviso. Puede encontrar información adicional en www.CanogaParkClassAction.com.

El Tribunal aún debe decidir si aprueba el Acuerdo de Conciliación. Los pagos se efectuarán si el Tribunal aprueba el Acuerdo de Conciliación y después de resolver las apelaciones.

QUÉ CONTIENE ESTE AVISO

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INFORMACIÓN BÁSICA

1. ¿Por qué recibí este Aviso?

El Tribunal autorizo este Aviso porque usted tiene derecho a conocer el Acuerdo de Conciliación propuesto para una demanda colectiva y todas sus opciones antes de que el Tribunal decida la aprobación definitiva de dicho Acuerdo de Conciliación. Si el Tribunal aprueba el Acuerdo de Conciliación, y después de que se resuelvan las objeciones y apelaciones, los Miembros del Grupo de Demandantes del Acuerdo de Conciliación elegibles que presenten Formularios de Reclamo oportunos y válidos recibirán los beneficios del Acuerdo de Conciliación descritos en este Aviso.

Este Aviso explica la demanda, el Acuerdo de Conciliación, sus derechos legales, qué beneficios están disponibles y quién es elegible para obtenerlos y cómo se obtienen.

El tribunal a cargo del caso es el Tribunal de Distrito de los Estados Unidos para el Distrito Central de California, y el caso se conoce como *Behar v. Northrop Grumman Corporation, et al.*, caso n.º 2:21-cv-03946-HDV-SK. El Honorable Hernán D. Vera es el juez de distrito que preside la demanda. Las personas que demandaron se denominan Demandantes, y las compañías a las que estos demandaron —Northrop Grumman Corporation y Northrop Grumman Systems Corporation— se denominan Demandados.

Ni este Aviso ni el Acuerdo de Conciliación constituyen admisión de maldad o responsabilidad legal de parte de nadie. Los Demandados niegan todas las alegaciones contenidas en la demanda y no admiten culpabilidad, responsabilidad, y violación de la ley, y el Tribunal no ha decidido quién tiene la razón.

2. ¿De qué trata esta demanda?

Los demandantes Jed Behar y Alisa Behar presentaron esta demanda en nombre propio y en representación de un grupo de demandantes que son propietarios en el Área cubierta por la Demanda Colectiva. Los Demandantes alegan que los Demandados son responsables de ciertos contaminantes presentes en el suelo y las aguas subterráneas en el Área cubierta por la Demanda Colectiva, incluyendo, entre otros, tricloroetileno (TCE) y percloroetileno (PCE). Los Demandantes alegan que la contaminación fue causada a finales de la década de 1960 y principios de la de 1970 por presuntos predecesores legales de los Demandados. Los Demandantes presentaron reclamos por negligencia, molestia privada e invasión de propiedad. Los Demandantes alegan que la presencia de la supuesta contaminación ha causado que los valores de las propiedades en el Área cubierta por la Demanda Colectiva disminuyan y que las viviendas en el Área cubierta por la Demanda Colectiva requieran la instalación de medidas de mitigación de intrusión de vapores (“Medidas de Mitigación”).

Los Demandados niegan estas alegaciones y sostienen, entre otras cosas, que no son responsables de ninguna contaminación alegada, que no existe evidencia de pérdida alguna del valor de las propiedades en el Área cubierta por la Demanda Colectiva, que no existe evidencia de la presencia de contaminación proveniente de las operaciones de sus presuntos predecesores en ninguna vivienda —ni de ningún riesgo mensurable de que dicha contaminación llegue a estar presente en alguna vivienda— en el Área cubierta por la Demanda Colectiva, y que no existe evidencia de ninguna necesidad de Medidas de Mitigación en ninguna propiedad. Los Demandados también sostienen que sus esfuerzos de remediación y limpieza han sido exitosos y que las contaminación de las aguas subterráneas en el Área cubierta por la Demanda Colectiva se ha reducido y seguirá reduciéndose. El Tribunal no decidió quién tiene razón.

3. ¿Por qué esta es una demanda colectiva?

En una demanda colectiva, una o más personas a las que se denomina “Representantes del Grupo de Demandantes” (en este caso, Jed Behar y Alisa Behar), demandan en nombre de otras personas que tienen reclamos similares. Todas estas personas juntas son un “Grupo de Demandantes” o los “Miembros del Grupo de Demandantes”. Un tribunal resuelve los problemas de todos los Miembros del Grupo de Demandantes, excepto los de aquellos que se excluyen del Grupo de Demandantes. El 1 de julio de 2024, el Tribunal certificó dos grupos de demandantes en este caso (Expediente n.° 175). Únicamente para los fines de este Acuerdo, se le pedirá al Tribunal que certifique un único Grupo de Demandantes del Acuerdo de Conciliación, como se define en la Pregunta 5 a continuación.

4. ¿Por qué existe una conciliación?

El Tribunal no ha decidido en favor de los Demandantes ni de los Demandados. Las Partes llegaron a este Acuerdo de Conciliación a mitad del juicio, después de participar en un litigio extenso. Al llegar a un acuerdo, ambas partes evitan los costos y riesgos de continuar con los procedimientos de juicio y de apelación, y los propietarios elegibles recibirán una compensación. Los Representantes del Grupo de Demandantes y los Abogados del Grupo de Demandantes han determinado que el Acuerdo de Conciliación es justo, razonable y adecuado, y es lo más conveniente para el Grupo de Demandantes.

QUIÉN PARTICIPA EN EL ACUERDO DE CONCILIACIÓN

Para recibir dinero de este Acuerdo de Conciliación, usted debe ser Miembro del Grupo de Demandantes del Acuerdo de Conciliación.

5. ¿Cómo sé si soy Miembro del Grupo de Demandantes del Acuerdo de Conciliación?

Si recibió este Aviso por correo postal o por correo electrónico sin haberlo solicitado, los registros públicos indican que usted podría ser propietario actual o antiguo de una vivienda unifamiliar o casa adosada en el Área cubierta por la Demanda Colectiva. Usted aún debe verificar que cumple con la definición de Grupo de Demandantes del Acuerdo de Conciliación:

> *Grupo de Demandantes del Acuerdo de Conciliación: todas las personas que sean propietarias de una vivienda unifamiliar o casa adosada dentro del Área cubierta por la Demanda Colectiva a la fecha del aviso del acuerdo de conciliación, así como todas las personas que eran propietarias de una vivienda unifamiliar o casa adosada dentro del Área cubierta por la Demanda Colectiva hasta el 1 de julio de 2024, pero que desde entonces hayan vendido sus viviendas unifamiliares o casas adosadas a la fecha del aviso del acuerdo de conciliación, excluyendo a los empleados de los Demandados.*

Se incluye un mapa del Área cubierta por la Demanda Colectiva en la página numero 3 de este Aviso y también está disponible en www.CanogaParkClassAction.com. El Área cubierta por la Demanda Colectiva está dividida en tres subáreas geográficas, y los Miembros del Grupo de Demandantes del Acuerdo de Conciliación de cada subárea tienen derecho a diferentes montos de pago conforme al Acuerdo de Conciliación (consulte la Pregunta 10 a continuación). En el Sitio Web del Acuerdo de Conciliación también se incluye una lista de direcciones organizadas por subárea dentro del Área cubierta por la Demanda Colectiva.

6. ¿Qué compañías están incluidas como "Demandados"?

Los Demandados son Northrop Grumman Corporation y Northrop Grumman Systems Corporation. El Acuerdo de Conciliación también exonera a ciertas personas y entidades afiliadas y relacionadas, tal como se establece en el Acuerdo de Conciliación.

7. Si poseo una propiedad en el Área cubierta por la Demanda Colectiva pero no creo que esté dañada, ¿estoy incluido?

Sí. Usted todavía está incluido en el Grupo de Demandantes del Acuerdo de Conciliación y es elegible para presentar un Reclamo, independientemente de si cree que su propiedad está realmente dañada, siempre y cuando (i) sea propietario de una vivienda unifamiliar o casa adosada dentro del Área cubierta por la Demanda Colectiva a partir de la fecha del sello postal de este Aviso; o (ii) fue propietario de dicha vivienda el 1 de julio de 2024 y la hayan vendido desde entonces a partir de la fecha del sello postal de este Aviso.

8. Aún no estoy seguro si yo estoy incluido.

Si todavía no está seguro de si es Miembro del Grupo de Demandantes del Acuerdo de Conciliación, puede obtener ayuda gratuita. Puede llamar al número gratuito 833-419-5050 o visitar www.CanogaParkClassAction.com para obtener una lista de direcciones organizadas por subárea dentro del Área cubierta por la Demanda Colectiva e información adicional sobre el Acuerdo de Conciliación.

LOS BENEFICIOS DEL ACUERDO DE CONCILIACIÓN: QUÉ OBTIENE USTED

9. ¿Qué se establece en el Acuerdo de Conciliación?

Los Demandados han acordado pagar $75,000,000.00 para crear un Fondo del Acuerdo de Conciliación sin reversión. El Fondo del Acuerdo de Conciliación se utilizará para (i) hacer pagos en efectivo a los Miembros del Grupo de Demandantes del Acuerdo de Conciliación elegibles que presenten Formularios de Reclamo válidos y oportunos; (ii) pagar los honorarios y costos de abogados aprobados por el Tribunal a los Abogados del Grupo de Demandantes; (iii) otorgar compensaciones por servicio aprobadas por el Tribunal a los Representantes del Grupo de Demandantes de hasta $30,000 cada uno; y (iv) pagar los costos de la administración del acuerdo de conciliación (los honorarios y costos del Administrador de la Clase). Ninguna parte del Fondo del Acuerdo de Conciliación revertirá a los Demandados. La cantidad del Fondo del Acuerdo de Conciliación restante después de la deducción de los honorarios y costos de los abogados, las compensaciones por servicio y los costos administrativos se denomina "Fondos Netos del Acuerdo de Conciliación".

10. ¿Cómo se asignarán los pagos entre los Miembros del Grupo de Demandantes del Acuerdo de Conciliación?

Los pagos a los Miembros del Grupo de Demandantes del Acuerdo de Conciliación se asignarán de la siguiente manera: En primer lugar, $100,000.00 de los Fondos Netos del Acuerdo de Conciliación se distribuirán en partes iguales entre los Miembros del Grupo de Demandantes del Acuerdo de Conciliación que eran propietarios de una vivienda unifamiliar o casa adosada dentro del Área cubierta por la Demanda Colectiva el 1 de julio de 2024, pero que desde entonces hayan vendido su vivienda a partir de la fecha del sello postal de este Aviso ("Antiguos Propietarios") y que presenten Formularios de Reclamo válidos y oportunos.

En segundo lugar, los Fondos Netos del Acuerdo de Conciliación restantes se asignarán entre los propietarios actuales dentro de tres subáreas geográficas:

- Subárea A (aproximadamente 789 viviendas): el 40 % de los Fondos Netos del Acuerdo de Conciliación restantes se dividirá en partes iguales entre los Miembros del Grupo de Demandantes del Acuerdo de Conciliación que sean propietarios de estas viviendas a la fecha de este Aviso y presenten Formularios de Reclamo válidos y oportunos.
- Subárea B (aproximadamente 727 viviendas): el 28 % de los Fondos Netos del Acuerdo de Conciliación restantes se dividirá en partes iguales entre los Miembros del Grupo de Demandantes del Acuerdo de Conciliación que sean propietarios de estas viviendas a la fecha de este Aviso y presenten Formularios de Reclamo válidos y oportunos.
- Subárea C (aproximadamente 1,778 viviendas): el 32 % de los Fondos Netos del Acuerdo de Conciliación restantes se dividirá en partes iguales entre los Miembros del Grupo de Demandantes del Acuerdo de Conciliación que sean propietarios de estas viviendas a la fecha de este Aviso y presenten Formularios de Reclamo válidos y oportunos.

Con base en estimaciones conservadoras y supuestos sobre costos administrativos, honorarios y costos de abogados, pagos por servicio y la cantidad de Miembros del Grupo de Demandantes del Acuerdo de Conciliación que presenten Formularios de Reclamo válidos, los Abogados del Grupo de Demandantes estiman que cada propiedad elegible dará derecho a su(s) propietario(s) a un pago total de aproximadamente:

- Subárea A: $21,110 por vivienda elegible.
- Subárea B: $16,037 por vivienda elegible.
- Subárea C: $7,494 por vivienda elegible.
- Antiguos Propietarios (propiedades vendidas después del 1 de julio de 2024): $444 por vivienda elegible.

Estos montos son solo estimaciones. El monto real de cualquier pago dependerá de la adjudicación por parte del Tribunal de los honorarios y costos de abogados, la adjudicación por parte del Tribunal de los pagos por servicio, los costos de la administración del acuerdo de conciliación y la cantidad de Miembros del Grupo de Demandantes del Acuerdo de Conciliación que presenten Formularios de Reclamo válidos y oportunos. Los montos finales podrán ser mayores o menores que estas estimaciones.

Solo habrá un pago por cada vivienda unifamiliar o casa adosada en el Área cubierta por la Demanda Colectiva, independientemente de la cantidad de propietarios. Por ejemplo, si la vivienda en 123 Maple Street está ubicada en la Subárea A, es propiedad conjunta de tres personas y el Tribunal determina que las viviendas en la Subárea A tienen derecho a $21,110 por vivienda, se emitirá un pago único de $21,110 para la vivienda en 123 Maple Street, y los tres copropietarios serán responsables de dividir dicho pago entre ellos. En el caso de las viviendas vendidas después del 1 de julio de 2024, tanto el propietario anterior como el propietario actual podrán ser elegibles, con el pago al propietario anterior viniendo del fondo para propietarios anteriores como se ha descrito anteriormente, y el pago al propietario actual viniendo de la asignación subárea aplicable.

11. ¿Qué sucede si más de una persona es propietaria de mi casa?

Si varias personas son o fueron propietarias de la propiedad al mismo tiempo y cada una de ellas presenta un reclamo válido, el Administrador del Acuerdo de Conciliación emitirá un solo cheque pagadero a todos los copropietarios de la propiedad. Los copropietarios serán responsables de dividir el pago único entre ellos, y el Acuerdo de Conciliación no establece un procedimiento para resolver disputas entre los copropietarios.

12. ¿Qué sucede si vendí mi casa después del 1 de julio de 2024?

Si usted era propietario de una casa unifamiliar o una casa adosada en el Área cubierta por la Demanda Colectiva el 1 de julio de 2024, pero la vendió antes de la fecha de este Aviso, usted es un Antiguo Propietario. Puede presentar un Formulario de Reclamo para recibir una parte del fondo de $100,000 para Antiguos Propietarios descrito en la Pregunta 10. El propietario actual de su vivienda anterior puede presentar un Reclamo por separado para la asignación de la subárea correspondiente.

CÓMO OBTENER LOS BENEFICIOS DEL ACUERDO DE CONCILIACIÓN: PRESENTAR UN RECLAMO

13. ¿Cómo puedo recibir un pago?

Para reunir los requisitos a fin de recibir un pago, debe presentar un Formulario de Reclamo, junto con prueba de propiedad, al Administrador del Grupo de Demandantes. Se adjunta un Formulario de Reclamo con este Aviso. Lea atentamente las instrucciones, complete el Formulario de Reclamo, incluya la prueba de propiedad requerida, fírmelo y envíelo por correo (o preséntelo electrónicamente a través del Sitio Web del Acuerdo de Conciliación) de modo que tenga **sello postal del, o sea recibido a más tardar el, 10 de octubre de 2026.**

También puede enviar su Formulario de Reclamo electrónicamente desde www.CanogaParkClassAction.com utilizando la información de inicio de sesión que aparece en el Formulario de Reclamo que se le envió por correo.

Solo se aceptarán los Formularios de Reclamo enviados directamente al Administrador del Grupo de Demandantes. Ningún Formulario de Reclamo presentado a un tercero (p. ej., una entidad que agrupe reclamos) será válido. Si el Administrador del Grupo de Demandantes recibe un Formulario de Reclamo de un tercero, el Administrador del Grupo de Demandantes tomará medidas para contactar al reclamante y explicarle cómo presentar un Reclamo directamente.

14. ¿Cuándo obtendría un pago?

El Tribunal llevará a cabo una Audiencia de Aprobación Definitiva el 12 de noviembre de 2026 a las 10:00 a.m. PT para decidir si aprueba el Acuerdo de Conciliación. Si el Tribunal lo aprobase, podría haber apelaciones. Nunca hay certeza de que estas apelaciones puedan resolverse y de cuándo puedan resolverse, y resolverlas podrá llevar tiempo, tal vez más de un año. Los demandados están obligados a financiar el Fondo del Acuerdo de Conciliación dentro de los 30 días posteriores a la Fecha de Vigencia (según se define en el Acuerdo de Conciliación). El Administrador del Grupo de Demandantes hará entonces esfuerzos razonables para emitir pagos a los Miembros del Grupo de Demandantes del Acuerdo de Conciliación elegibles dentro de los 45 días posteriores a la Fecha de Vigencia.

Los cheques emitidos en virtud del Acuerdo de Conciliación seguirán siendo válidos por 180 días a partir de la fecha de envío. Si su cheque no se cobra dentro de ese período, el Administrador del Grupo de Demandantes intentará localizarlo y volver a emitir un cheque con un vencimiento de 90 días. Si no se lo puede localizar dentro de los 180 días posteriores al vencimiento del cheque original, los fondos no cobrados se redistribuirán equitativamente entre los Miembros del Grupo de Demandantes del Acuerdo de Conciliación que cobraron sus cheques oportunamente. Después de una redistribución, los fondos restantes se pagarán a un beneficiario *cy pres* aprobado por el Tribunal.

15. ¿A qué renuncio si decido permanecer en el Grupo de Demandantes del Acuerdo de Conciliación?

A menos que se excluya, seguirá siendo miembro del Grupo de Demandantes del Acuerdo de Conciliación. Eso significa que, a cambio de la contraprestación proporcionada por el Acuerdo de Conciliación, usted y sus herederos, sucesores y cesionarios exonerarán a los Demandados y las Partes Exoneradas de todo y cada uno de los reclamos, conocidos o desconocidos, por daños a la propiedad o Medidas de Mitigación que surjan de o se relacionen con los hechos alegados en la Segunda Demanda Modificada o la Sección VII de la Propuesta de Orden Final de la Conferencia Previa al Juicio, independientemente de si usted presenta un Formulario de Reclamo. Una copia de esos documentos está disponible para su revisión en el Sitio Web del Acuerdo de Conciliación, www.CanogaParkClassAction.com. Los reclamos exonerados se describen en detalle en la Sección 5 del Acuerdo de Conciliación y en la Liberación en el Formulario de Reclamo.

Importante: El Acuerdo de Conciliación no exonera, y usted no renuncia a, ningún reclamo basado en presuntas lesiones personales, muerte por negligencia o reclamos de control médico.

La Exoneración también incluye una renuncia al artículo 1542 del Código Civil de California (y a cualquier ley similar de cualquier otro estado o jurisdicción), que protege contra la exoneración de reclamos desconocidos. El texto completo de la renuncia a la sección 1542 aparece en la Exoneración en el Formulario de Reclamo y en la Sección 5 del Acuerdo de Conciliación, que está disponible en www.CanogaParkClassAction.com.

Usted es el único responsable de determinar las consecuencias fiscales de cualquier pago que pueda recibir en virtud de este Acuerdo de Conciliación. Ni el Tribunal, ni los Demandados, ni los Demandantes/Representantes del Grupo de Demandantes, ni los Abogados del Grupo de Demandantes, ni el Administrador del Grupo de Demandantes están proporcionando asesoramiento alguno ni haciendo ninguna declaración sobre las consecuencias fiscales de los pagos realizados en virtud del Acuerdo de Conciliación. El Administrador del Grupo de Demandantes emitirá los formularios fiscales del Servicio de Impuestos Internos (Internal Revenue Service, IRS) necesarios a los Miembros del Grupo de Demandantes del Acuerdo de Conciliación que reciban pagos.

EXCLUIRSE DEL ACUERDO DE CONCILIACIÓN

Si no desea los beneficios del Acuerdo de Conciliación y, por el contrario, desea conservar el derecho de demandar o continuar demandando al Demandado por su cuenta, por los asuntos legales que se plantean en este caso, debe tomar medidas para excluirse del Grupo de Demandantes del Acuerdo de Conciliación. Esto se denomina "excluirse".

16. ¿Cómo me excluyo del Acuerdo de Conciliación?

Para excluirse del Acuerdo de Conciliación, debe enviar una solicitud por escrito indicando que desea ser excluido de la Grupo de Demandantes del Acuerdo de Conciliación en *Behar v. Northrop Grumman Corporation, et al.*, caso n.º 2:21-cv-03946-HDV-SK. Su solicitud debe incluir su nombre, dirección, número de teléfono, la dirección de la propiedad que posee o poseía en el Área cubierta por la Demanda Colectiva y su firma. Su solicitud debe ser enviada por correo al Administrador del Grupo de Demandantes, con fecha de **sello postal, a más tardar, del 25 de septiembre de 2026** a la siguiente dirección:

Behar v. Northrop Grumman Class Administrator
c/o A.B. Data, Ltd.
EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217

No puede excluirse por teléfono ni por correo electrónico. No puede excluir a nadie más que a usted mismo. Las solicitudes de exclusión voluntaria presentadas fuera de plazo no serán aceptadas y no serán efectivas. Si solicita ser excluido, no recibirá ningún pago del Acuerdo de Conciliación, no podrá oponerse al Acuerdo de Conciliación y no estará vinculado por nada de lo que suceda en esta demanda. Entonces, usted podría ser elegible para demandar (o continuar demandando) a los Demandados por su cuenta con respecto a los reclamos exonerados, sujeto a todas las defensas aplicables.

17. Si no me excluyese, ¿podré demandar a los Demandados por el mismo motivo más adelante?

No. A menos que se excluya, renunciara al derecho de demandar a los Demandados o las Partes Exoneradas por los Reclamos Exonerados descritos en el Acuerdo de Conciliación y en la Pregunta 15. Si usted tiene una demanda pendiente relacionada con los reclamos exonerados, comuníquese inmediatamente con su abogado en esa demanda. La fecha límite para excluirse es el 25 de septiembre de 2026.

18. Si me excluyese, ¿puedo obtener dinero de este Acuerdo de Conciliación?

No. Si usted se excluye, no puede presentar un Formulario de Reclamo para recibir un pago. Sin embargo, sujeto a las defensas aplicables, usted puede demandar, continuar demandando o ser parte de una demanda diferente contra los Demandados por su propia cuenta.

LOS ABOGADOS QUE LO REPRESENTAN

19. ¿Tengo un abogado en este caso?

El Tribunal designó a los siguientes abogados para representarlo a usted y a los otros Miembros del Grupo de Demandantes del Acuerdo de Conciliación (en conjunto, los "Abogados del Grupo de Demandantes"):

- W. Mark Lanier, Alex J. Brown, Ryan D. Ellis y Michael Akselrud, THE LANIER LAW FIRM, P.C.
- Christopher T. Nidel, Jonathan Nace y William W. Cowles, NIDEL & NACE, P.L.L.C.
- David P. Page, ENVIRONMENTAL ENERGY & NATURAL RESOURCES ADVOCATES, P.L.L.C.
- Gideon Kracov, LAW OFFICE OF GIDEON KRACOV.

No se le cobrará individualmente por estos abogados. Los Abogados del Grupo de Demandantes solicitarán una compensación por honorarios de abogados, además de costos y gastos, que se pagará mediante el Fondo del Acuerdo de Conciliación. Usted no necesita contratar a su propio abogado; sin embargo, si deseara que lo representase su propio abogado, podrá contratar uno asumiendo los cargos.

20. ¿Cómo se les pagará a los abogados?

Los Abogados del Grupo de Demandantes tienen la intención de solicitar al Tribunal la adjudicación de honorarios de abogados de hasta el cuarenta por ciento (40 %) del Fondo del Acuerdo de Conciliación ($30,000,000.00), así como el reembolso de los costos y gastos razonables, que se estima que no excederán $3,000,000.00, y los costos y honorarios del Administrador de Clase par administración del Acuerdo de Conciliación, que se estima que no excederán $200,000.00. En caso de apelación, los Abogados del Grupo de Demandantes tienen la intención de solicitar honorarios de abogados adicionales de hasta el cuarenta y cinco por ciento (45 %) del Fondo del Acuerdo de Conciliación para compensar el trabajo

adicional en la defensa del Acuerdo de Conciliación durante la apelación ($33,750,000.00), así como el reembolso de todos los costos y gastos razonables asociados con dicha apelación. Los Abogados del Grupo de Demandantes también solicitarán compensaciones por servicios aprobadas por el Tribunal de hasta $30,000 cada una para los Representantes del Grupo de Demandantes del caso de Jed Behar y Alisa Behar en reconocimiento de su trabajo y riesgo al servir como Representantes del Grupo de Demandantes. El Tribunal determinará los montos reales que se otorgarán. Todos estos montos se pagarán mediante el Fondo del Acuerdo de Conciliación. La moción de los Abogados del Grupo de Demandantes para honorarios y costos de abogados se presentará ante el Tribunal a más tardar el 4 de septiembre de 2026 y estará disponible para su revisión en www.CanogaParkClassAction.com al menos 20 días antes de la fecha límite para presentar objeciones al Acuerdo de Conciliación.

OBJETAR EL ACUERDO DE CONCILIACIÓN

Puede indicarle al Tribunal que no está conforme con el Acuerdo de Conciliación o cualquier parte de este.

21. ¿Cómo le comunico al Tribunal que no estoy conforme con el Acuerdo de Conciliación?

Si usted es un Miembro del Grupo de Demandantes del Acuerdo de Conciliación, puede objetar el Acuerdo de Conciliación (en su totalidad o en parte) presentando una objeción por escrito ante el Tribunal a más tardar el 25 de septiembre de 2026. Para ser válida, su objeción por escrito debe cumplir los siguientes requisitos:

- contener un encabezado que haga referencia a *Behar v. Northrop Grumman Corporation, et al.*, caso n.º 2:21-cv-03946-HDV-SK;
- incluir su nombre completo, dirección actual, número de teléfono, la dirección de su propiedad dentro del Área cubierta por la Demanda Colectiva, y su firma;
- exponer, en términos claros y concisos, los argumentos legales y fácticos que sustentan su objeción;
- incluir cualquier documento u otra prueba que desee que el Tribunal considere;
- indicar si usted (o su abogado, si tiene uno) tiene la intención de comparecer a la Audiencia de Aprobación Definitiva (un "Aviso de Intención de Comparecer").

Su objeción por escrito debe enviarse por correo o presentarse ante el Tribunal a la siguiente dirección, y también se debe enviar una copia por correo de primera clase a los Abogados del Grupo de Demandantes y a los Abogados de la Defensa a las direcciones que figuran a continuación:

Tribunal
Clerk of the Court
U.S. District Court for the
Central District of California
350 W. 1st Street, Suite 4311
Los Angeles, CA 90012-4565

Abogados del Grupo de Demandantes
The Lanier Law Firm, P.C.
Attn: Ryan D. Ellis
10940 W. Sam Houston Pkwy.
Suite 100
Houston, Texas 77064

Abogados de la Defensa
Gibson, Dunn & Crutcher LLP
Attn: Christopher Chorba
333 South Grand Avenue
Los Angeles, California 90071

La fecha del sello postal será el medio exclusivo para determinar si su objeción es oportuna. Se considerará que los Miembros del Grupo de Demandantes del Acuerdo de Conciliación que no presenten objeciones de la manera descrita anteriormente han renunciado a todas y cada una de las objeciones, y estarán impedidos de presentar cualquier objeción, ya sea mediante apelación o de cualquier otra forma.

22. ¿Cuál es la diferencia entre objetar y excluirme?

La objeción consiste en informarle al Tribunal que no está conforme con alguna parte del Acuerdo de Conciliación. Solo puede objetar si permanece en el Grupo de Demandantes del Acuerdo de Conciliación. Excluirse es informarle al Tribunal que no desea formar parte del Grupo de Demandantes del Acuerdo de Conciliación en absoluto. Si se excluyese, no podrá objetar porque el Acuerdo de Conciliación ya no lo afectará.

LA AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL

El Tribunal llevará a cabo una audiencia para decidir si aprueba el Acuerdo de Conciliación. Usted puede asistir y puede solicitar hablar, pero no tiene la obligación de hacerlo.

23. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo de Conciliación?

El Tribunal llevará a cabo una Audiencia de Aprobación Definitiva el 12 de noviembre de 2026 a las 10:00 a.m. PT, ante el Honorable Hernán D. Vera, en el Tribunal Federal de los Estados Unidos, 350 W. 1st Street, Los Angeles, CA 90012, en la Sala 5B. En esta audiencia, el Tribunal considerará si el Acuerdo de Conciliación es justo, razonable y adecuado. Si hubiese objeciones, el Tribunal las considerará. El Tribunal escuchará a quienes hubiesen solicitado la palabra en la audiencia. El Tribunal también podrá decidir qué monto concederles a los Abogados del Grupo de Demandantes por honorarios de abogados, costos y gastos, así como qué monto por servicios concederles a los Representantes del Grupo de Demandantes. No sabemos cuánto tardará el Tribunal en tomar una decisión. Además, la audiencia podrá ser pospuesta o aplazada sin previo aviso.

24. ¿Tengo que asistir a la audiencia?

No. Los Abogados del Grupo de Demandantes contestarán las preguntas que el Tribunal tuviese. Puede asistir si lo desea, a su cargo. Si usted presenta una objeción por escrito, no tiene la obligación de asistir a la audiencia para que la objeción se considere, pero puede asistir si así lo desea.

25. ¿Podré hablar en la Audiencia?

Puede solicitar permiso al Tribunal para hablar en la Audiencia de Aprobación Definitiva. Para ello, debe incluir un Aviso de Intención de Comparecer en su objeción por escrito presentada conforme a la Pregunta 21. No podrá hablar en la Audiencia si se excluye del Grupo de Demandantes del Acuerdo de Conciliación.

SI NO HACE NADA

26. ¿Qué sucede si no hago nada?

Si no hace nada, no recibirá ningún pago de este Acuerdo de Conciliación. A menos que usted se excluya, seguirá estando sujeto a las órdenes del Tribunal y a la Liberación de Reclamos Exonerados. No podrá iniciar una demanda, continuar una demanda ni ser parte de ninguna otra demanda contra los Demandados o Partes Exoneradas sobre los Reclamos Exonerados nunca más.

CÓMO OBTENER MÁS INFORMACIÓN

27. ¿Existe más información en relación con el Acuerdo de Conciliación?

En este Aviso se resume el Acuerdo de Conciliación propuesto. El Acuerdo de Conciliación completo, la demanda vigente y otros documentos del caso están disponibles para su revisión en www.CanogaParkClassAction.com. También puede revisar los documentos presentados en el caso en la Oficina del Secretario del Tribunal de Distrito de los Estados Unidos para el Distrito Central de California.

28. ¿Cómo puedo obtener más información?

Puede llamar sin costo al número gratuito 833-419-5050 o visitar www.CanogaParkClassAction.com. No llame al Tribunal ni a los Demandados para obtener información sobre el Acuerdo de Conciliación.

FECHA: 11 de agosto de 2026

POR ORDEN DEL HON. HERNÁN D. VERA

TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS
PARA EL DISTRITO CENTRAL DE CALIFORNIA

Behar v. Northrop Grumman Corporation, et al.

Caso n.º 2:21-cv-03946-HDV-SK

Tribunal de Distrito de EE. UU. para el Distrito Central de California

FORMULARIO DE RECLAMO Y EXENCIÓN

Dirección postal del propietario:	**Información de la propiedad cubierta:**
<<Nombre del Propietario>>	<<Dirección>>
<<Dirección del Propietario 1>>	<<Ciudad, Estado, Código Postal>>
<<Dirección del Propietario 2>>	<< ID único>>
<<Ciudad, Estado, Código Postal>><<	<<PIN>>

INSTRUCCIONES

Si usted es o ha sido propietario de una vivienda unifamiliar o casa adosada ubicada dentro del Área cubierta por la Demanda Colectiva que se muestra en el mapa a continuación (i) a la fecha del Aviso del Acuerdo de Demanda Colectiva; o (ii) hasta el 1 de julio de 2024, y desde entonces haya vendido la vivienda a la fecha de dicho Aviso, es posible que sea elegible para recibir un pago del Acuerdo de Conciliación en el caso *Behar v. Northrop Grumman Corporation, et al*., caso n.º 2:21-cv-03946-HDV-SK, si el Tribunal aprueba el Acuerdo de Conciliación.

DEBE COMPLETAR Y PRESENTAR ESTE FORMULARIO DE RECLAMO Y EXENCIÓN, CON PRUEBA DE PROPIEDAD, PARA RECIBIR UN PAGO DEL ACUERDO DE CONCILIACIÓN.

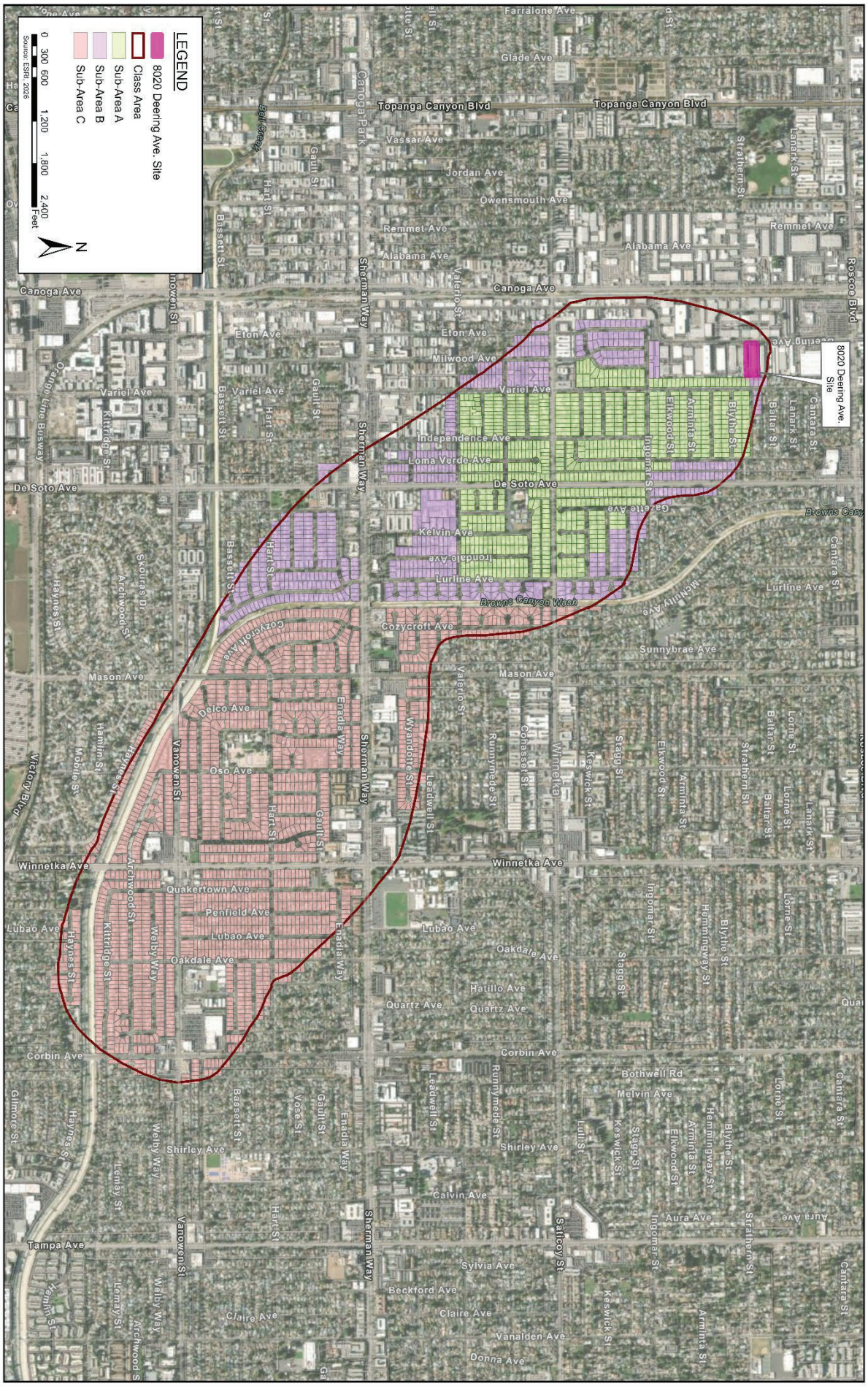
El monto de cualquier pago final dependerá de la adjudicación por parte del Tribunal de los honorarios y costos de abogados, la adjudicación por parte del Tribunal de los pagos por servicio, los costos de la administración del acuerdo de conciliación, la subárea geográfica en la que se encuentre su propiedad y la cantidad de Miembros del Grupo de Demandantes del Acuerdo de Conciliación que presenten Formularios de Reclamo válidos y oportunos. Consulte el Aviso para obtener detalles.

Este Formulario de Reclamo y Exención, junto con la documentación requerida, debe tener fecha de sello postal, o ser recibido por el Administrador del Grupo de Demandantes a más tardar el 10 de octubre de 2026. Usted también puede completar y enviar este Formulario de Reclamo y Exención en línea en www.CanogaParkClassAction.com utilizando la siguiente información de inicio de sesión:

ID único: <<UNIQUE ID>>

PIN: <<PIN>>

Solo serán válidos los Formularios de Reclamo enviados directamente al Administrador del Grupo de Demandantes. No se aceptarán los Formularios de Reclamo presentados a través de una entidad externa que agrupe reclamos. Para más información, por favor visite www.CanogaParkClassAction.com o llame al 833-419-5050.



MAPA DEL ÁREA CUBIERTA POR LA DEMANDA COLECTIVA

Behar v. Northrop Grumman Corporation, et al.

Caso n.º 2:21-cv-03946-HDV-SK

Tribunal de Distrito de EE. UU. para el Distrito Central de California

FORMULARIO DE RECLAMO Y EXENCIÓN

Dirección postal del propietario:	**Información de la propiedad cubierta:**
<<Nombre del Propietario>>	<<Dirección>>
<<Dirección del Propietario 1>>	<<Ciudad, Estado, Código Postal>>
<<Dirección del Propietario 2>>	<< ID único>>
<<Ciudad, Estado, Código Postal>>	<<PIN>>

INFORMACIÓN DE CONTACTO

Nombre:

(Primer nombre) (Segundo nombre) (Apellido)

N.º de teléfono: ___ ___ ___ – ___ ___ ___ – ___ ___ ___ ___

Dirección de correo electrónico:

_____

Dirección postal actual: _____

(Calle) (Unidad/N.º de apto.)

_____ _____ _____

(Ciudad) (Estado) (Código postal)

Número de Seguro Social: ___ ___ ___ – ___ ___ – ___ ___ ___ ___ ~O~

N.º de ID fiscal: ___ ___ – ___ ___ ___ ___ ___ ___ ___

INFORMACIÓN SOBRE LA TITULARIDAD DE LA PROPIEDAD

Si usted es o ha sido propietario de más de una vivienda unifamiliar o casa adosada en el Área cubierta por la Demanda Colectiva, complete un Formulario de reclamo por separado para cada propiedad. Puede obtener Formularios de Reclamo adicionales en www.CanogaParkClassAction.com o llamando al 833-419-5050.

Dirección de la propiedad elegible en el Área cubierta por la Demanda Colectiva:

_____ _____

(Calle) (Unidad/N.º de apto.)

_____ _____ _____

(Ciudad) (Estado) (Código postal)

Período de Titularidad

1. ¿Cuándo compró o adquirió de otro modo la propiedad? _____ / _____ (mes/año)

2. ¿Era dueño de la propiedad el 1 de julio de 2024? ☐ Sí ☐ No

3. ¿Actualmente es propietario de la propiedad? ☐ Sí ☐ No

4. Si respondió "No" a la Pregunta 3, ¿cuándo vendió o transfirió de otro modo su interés en la propiedad?

_____ / _____ (mes/año)

5. ¿Fue propietario o actualmente es propietario de la Propiedad con alguien más (por ejemplo, un cónyuge o copropietario)?

☐ Sí ☐ No

6. Si respondió "Sí" a la Pregunta 5, enumere todos los demás copropietarios de la propiedad (cada copropietario debe completar su propio Formulario de Reclamo y Exención o firmar este Formulario de Reclamo y Exención a continuación):

(Copropietario n.º 1) _____

(Copropietario n.º 2) _____

(Copropietario n.º 3) _____

VERIFICACIÓN DEL EMPLEADO

Al marcar la casilla a continuación, verifico bajo pena de perjurio que no soy empleado de Northrop Grumman Corporation o Northrop Grumman Systems Corporation. Los empleados de los Demandados están excluidos del Grupo de Demandantes del Acuerdo de Conciliación y no son elegibles para participar en el Acuerdo de Conciliación.

☐ Verifico que no soy empleado de Northrop Grumman Corporation o Northrop Grumman Systems Corporation.

COMPROBANTE DE TITULARIDAD

Adjunte un comprobante de titularidad de la propiedad que demuestre que usted era dueño de la propiedad ya sea al 1 de julio de 2024 o a la fecha del Aviso del Acuerdo de Demanda Colectiva. Los siguientes tipos de documentos son prueba aceptable de propiedad. Adjunte una copia de uno de los siguientes documentos y marque la casilla correspondiente.

☐ Escritura de propiedad

☐ Póliza de seguro de título

☐ Estado de cuenta hipotecario

☐ Declaración o factura de impuestos sobre la propiedad

☐ Declaración de liquidación/cierre (p. ej., HUD-1, Declaración de Cierre)

☐ Página de declaración de la póliza de seguro de propietarios de vivienda

☐ Certificado de título

☐ Registro gubernamental que acredita la posesión

☐ Factura de servicios públicos (agua, electricidad, gas, alcantarillado o recolección de basura) que indique el nombre del Miembro del Grupo de Demandantes del Acuerdo de Conciliación y la dirección de la propiedad en el Área cubierta por la Demanda Colectiva

☐ Otro (especifique): _____

El comprobante de titularidad estará sujeto a verificación por parte del Administrador del Grupo de Demandantes. El Administrador del Grupo de Demandantes podrá solicitar documentación adicional, de ser necesario, para verificar su reclamo.

CERTIFICACIÓN Y EXENCIÓN DE RECLAMOS

Lea esta sección atentamente. Al firmar a continuación, usted acepta renunciar a los reclamos legales que pueda tener contra Los Demandados y las Partes Exoneradas.

Certificación.

Por la presente certifico, bajo pena de perjurio conforme a las leyes de los Estados Unidos, que: (1) la información anterior es verdadera y correcta a mi leal saber y entender; (2) no soy empleado de los Demandados; y (3) poseo actualmente, o poseía al 1 de julio de 2024 (y desde entonces he vendido), la casa unifamiliar o casa adosada en la dirección identificada anteriormente y ubicada dentro del Área cubierta por la Demanda Colectiva.

Partes Exoneradas.

"Partes Exoneradas" hace referencia a los Demandados Northrop Grumman Corporation y Northrop Grumman Systems Corporation, incluyendo a cada uno de sus sucesores, subsidiarias, compañías matrices, compañías holding, compañías hermanas y afiliadas, divisiones y otras entidades relacionadas, pasados y presentes, así como a los sucesores, predecesores, accionistas, subsidiarias, inversionistas, compañías matrices y compañías hermanas y afiliadas, incluyendo, sin limitación, a Northrop Grumman Guidance and Electronics Company, Inc., funcionarios, directores, socios, cesionarios, agentes, empleados, mandantes, herederos, administradores, abogados, proveedores, contadores, auditores, consultores, fiduciarios, aseguradoras, reaseguradoras, planes de beneficios para empleados y a los representantes de cada uno de ellos, tanto individualmente como en sus capacidades oficiales, pasados o presentes, así como a todas las personas que actúen por, a través de, bajo, o en conjunto con cualquiera de dichas personas o entidades.

Eximición de Reclamos.

A cambio de, y tras la recepción de, el pago del Acuerdo de Conciliación para el cual presento este Formulario de Reclamo y Exención, y como Miembro del Grupo de Demandantes del Acuerdo de Conciliación que no ha optado por excluirse del Acuerdo de Conciliación, yo (en nombre propio y en el de mis herederos, albaceas, administradores, sucesores y cesionarios) por la presente libero y eximo para siempre a las Partes Exoneradas de todo y cualquier reclamo, sentencia, gravamen, pérdida, deuda, responsabilidad, demanda, obligación, garantía, multa, costo, gasto, honorarios de abogados, daño, indemnización, acción, causa de acción y obligación de cualquier tipo y naturaleza, en derecho, equidad o de otro tipo, conocidos o desconocidos, sospechados o no sospechados, previstos o imprevistos, desarrollados o no desarrollados, revelados o no revelados, contingentes o acumulados, liquidados o no liquidados, que surjan conforme al derecho consuetudinario, al derecho regulatorio, al derecho estatutario o de otro tipo, ya sea que se basen en leyes, estatutos, ordenanzas, reglamentos, códigos, contratos o derecho consuetudinario federales, estatales o locales, o en cualquier otra fuente, que yo haya tenido alguna vez, tenga ahora, pueda tener, o pueda, deba o llegue a tener en el futuro contra las Partes Exoneradas por daños a la propiedad o Medidas de Mitigación que surjan de, o se relacionen con, los hechos alegados en la Segunda Demanda Modificada (Expediente n.° 91) o la Sección VII de la Propuesta de Orden Final de la Conferencia Previa al Juicio (Expediente n.° 348-1 en 10–20) (los "Reclamos Exonerados").

Los Reclamos Exonerados incluyen cualquier reclamo desconocido por daños a la propiedad o Medidas de Mitigación que yo no conozca o sospeche que existan a mi favor, las cuales, de haber sido conocidas por mí, podrían haber afectado esta exención. Los Reclamos Exonerados NO incluyen reclamos por lesiones personales, muerte por negligencia, ni reclamos por control médico.

Renuncia al Artículo 1542 del Código Civil de California.

Renuncio expresa, consciente y voluntariamente a las disposiciones de la sección 1542 del Código Civil de California, y a cualquier ley similar de cualquier otro estado o jurisdicción, que establece lo siguiente:

> **UNA EXENCIÓN GENERAL NO SE EXTIENDE A LOS RECLAMOS CON RESPECTO A LOS CUALES EL ACREEDOR O LA PARTE EXIMENTE NO TUVIESE CONOCIMIENTO O SOSPECHA DE SU EXISTENCIA EN SU FAVOR EN EL MOMENTO DE FIRMAR LA EXENCIÓN Y QUE, DE HABER SIDO DE SU CONOCIMIENTO, HABRÍAN AFECTADO DE MANERA SUSTANCIAL SU ACUERDO CON EL DEUDOR O LA PARTE EXIMIDA.**

Reconozco que soy consciente de que yo o mis abogados podemos descubrir en el futuro reclamos o hechos adicionales o diferentes de aquellos que yo ahora conozco o creo que existen con respecto a los Reclamos Exonerados, pero es mi intención resolver y exonerar total, definitiva y permanentemente todos los Reclamos Exonerados, conocidos o desconocidos, sospechados o no sospechados, reclamados o no reclamados, o pasados, presentes o futuros, que tengo contra las Partes Exoneradas. He tenido la oportunidad de buscar el asesoramiento de un abogado con respecto al contenido y el efecto de la sección 1542.

Sin cesión.

Declaro y garantizo que no he cedido, vendido ni transferido de otro modo ninguna parte de los Reclamos Exonerados a ninguna otra persona o entidad.

FIRMA Y FECHA

Usted debe firmar este Formulario de Reclamo y Exención bajo pena de perjurio. Asegúrese de que toda la información sea verdadera y correcta antes de firmar.

_____ _____

Firma del propietario Firma del copropietario (si corresponde)

_____ _____

Nombre en letra de imprenta Nombre en letra de imprenta

Fecha: _____ Fecha: _____

Fechas de titularidad de la propiedad (mes/año a mes/año): de _____ a _____.

Si firma en nombre de una entidad, un fideicomiso o un patrimonio sucesorio (es decir, no es el propietario individual), complete también lo siguiente:

Certifico bajo pena de perjurio que (1) soy un funcionario, socio, fideicomisario, albacea, tutor u otro representante legal autorizado del propietario/reclamante; y (2) estoy autorizado para firmar este Formulario de Reclamo y Exención en nombre del propietario/reclamante.

Nombre de la persona que firma (en letra de imprenta):

_____

Capacidad (p. ej., fideicomisario, albacea, funcionario): _____

Firma: _____ Fecha: _____

CÓMO PRESENTAR SU FORMULARIO DE RECLAMO Y EXENCIÓN

Envíe por correo su Formulario de Reclamo y Exención completado, junto con la documentación requerida, con **sello postal a más tardar el 10 de octubre de 2026** a:

Behar v. Northrop Grumman Class Administrator
c/o A.B. Data, Ltd.
P.O. Box 173072
Milwaukee, WI 53217

También puede completar y enviar este Formulario de Reclamo y Exención y los documentos de respaldo en línea en www.CanogaParkClassAction.com utilizando el ID Único y el PIN indicados más arriba.

Solo serán válidos los Formularios de Reclamo enviados directamente al Administrador del Grupo de Demandantes. No se aceptarán los Formularios de Reclamo presentados a través de una entidad externa que agrupe reclamos, aunque el Administrador del Grupo de Demandantes podrá, a su discreción, considerar dichos Formularios de Reclamo como presentados oportunamente si se realiza una presentación directa correspondiente dentro de los 30 días posteriores a la fecha límite para la presentación de reclamos.

EXHIBIT B

www.CanogaParkClassAction.com

AVISO IMPORTANTE: Para leer este correo electrónico en español, por favor haz clic aquí.
También puedes llamar al 833-419-5050 y pedir asistencia en español.

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA
Behar v. Northrop Grumman Corp., et al., Case No. 2:21-cv-03946-HDV-SK

LEGAL NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you own or owned a single-family home or townhome in the Canoga Park or Winnetka area
near the former industrial site at 8020 Deering Avenue,
within the zones outlined on the Class Area map,

You may be entitled to a payment from a $75 million class action settlement.

FILE A CLAIM >>

A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER. YOU ARE NOT BEING SUED.

Why you've received this email.

Property records maintained by the Los Angeles County Assessor's Office indicate that you may own, or may have previously owned, an eligible property in the Class Area.

The Class Area map and search tool are available on the website, **www.CanogaParkClassAction.com**, by clicking **here**.

CLAIM FILING INFORMATION:

Eligible **current** homeowners who submit a valid claim may be entitled to thousands of dollars.
Eligible **former** homeowners who submit a valid claim may be entitled to hundreds of dollars or more.

A complete Notice Package — the full Settlement Notice and your Claim Form — is also being sent by First-Class U.S. Mail to property owners in the Class Area. This email supplements that mailing.
If more than one person owns the property, each owner may receive a separate email.

To file a claim online, please verify that your property address is within the Class Area.
You will need the **Unique ID and PIN** that were included in the notice mailed to you.
Visit **www.CanogaParkClassAction.com** and enter your Unique ID and PIN to begin the claim filing process.
If you need help locating your Unique ID or PIN, please call 833-419-5050 or email info@CanogaParkClassAction.com for assistance.

The information contained in this email is only a summary of information presented in more detail in the Settlement Notice. Since this is just a summary, you should review the complete Settlement Notice, available at **www.CanogaParkClassAction.com**, for additional information. The website also contains links to case documents, the Claim Form, important dates and deadlines, and the Settlement Agreement, which are available for you to review.

FILE A CLAIM >>

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM **DEADLINE:** October 10, 2026	The only way to receive a cash payment. The Claim Form must be submitted to the Class Administrator no later than **October 10, 2026**. Only claims submitted directly to the Class Administrator will be accepted. **Claims submitted through a third-party claims aggregator are not valid.**
EXCLUDE YOURSELF **DEADLINE:** September 25, 2026	Receive no payment. This is the only option that preserves your right to bring or be part of any other lawsuit against Defendants relating to the legal claims released in this case. To opt out, you must mail a written request to the Class Administrator postmarked no later than **September 25, 2026**. See Question 16 in the Settlement Notice.
OBJECT **DEADLINE:** September 25, 2026	Write to the Court explaining why you disagree with the Settlement, in whole or in part. You must remain in the Settlement Class to object. Objections must be received or postmarked no later than **September 25, 2026**. See Question 21 in the Settlement Notice.
GO TO THE HEARING **November 12, 2026, 10:00 am Pacific Time**	The Court will hold a Final Approval Hearing on **November 12, 2026, at 10:00 AM Pacific Time**, before the Honorable Hernán D. Vera, at the United States Courthouse, 350 W. 1st Street, Los Angeles, CA 90012, in Courtroom 5B. You are welcome to attend the hearing, but you do not have to. You may ask the Court for permission to speak at the Final Approval Hearing about the fairness of the Settlement. If you wish to do so, you must remain in the Settlement Class and timely submit a Notice of Intention to Appear. See Question 25 in the Settlement Notice.
DO NOTHING	Receive no payment. Give up the right to sue Defendants for the claims released by the Settlement Agreement.

The Case

Plaintiffs allege that operations at the former industrial site at 8020 Deering Avenue caused contamination of soil and groundwater — including trichloroethylene (TCE) and perchloroethylene (PCE) — in a defined Class Area in Canoga Park and Winnetka, decreasing property values and requiring vapor-intrusion mitigation. Defendants Northrop Grumman Corporation and Northrop Grumman Systems Corporation deny the allegations and deny any wrongdoing or liability. The Court has not decided who is right.

Who Is Included

You may be a Settlement Class Member if you (i) own a single-family home or townhome in the Class Area as of August 11, 2026, or (ii) owned one in the Class Area on July 1, 2024, and have since sold it. Employees of Defendants are excluded. A map of the Class Area, as well as a searchable list of addresses in the Class area, are available at **www.CanogaParkClassAction.com**. You may also call toll-free 833-419-5050 for free help determining whether your property is in the Class Area.

If your property is in the **Class Area**, you are included whether or not you believe your own property is damaged.

The Settlement

Defendants will pay $75,000,000 into a non-reversionary Settlement Fund. No part of it goes back to Defendants. After Court-approved attorneys' fees and costs, service awards to the Class Representatives, and administrative costs, the remainder will be distributed to eligible Class Members who submit timely and valid Claim Forms.

The Class Area is divided into three geographic Sub-Areas with different per-home payment amounts, and a separate $100,000 pool will be divided equally among eligible former owners who sold after July 1, 2024. Further information on how payments will be allocated to Settlement Class Members appears in Question 10 of the full Settlement Notice available at **www.CanogaParkClassAction.com**. All amounts are estimates only.

If you sold your home after July 1, 2024, you may submit a claim for a share of the $100,000 former-owners pool. The current owner may submit a separate claim for the applicable Sub-Area payment.

The Release

If you remain in the Settlement Class, you will release claims against Defendants and related parties for property damage and mitigation measures arising out of the facts alleged in this case — whether or not you submit a claim. The release includes a waiver of California Civil Code section 1542. **The Settlement does not release claims for personal injury, wrongful death, or medical monitoring.** You are solely responsible for the tax consequences of any payment you may receive.

More Information

This email only summarizes the Settlement. The full Settlement Notice, the Claim Form, the Settlement Agreement, and other case documents are available at **www.CanogaParkClassAction.com**, or call toll-free **833-419-5050**.
Spanish-language assistance is available.

Please do not contact the Court or Defendants about this Settlement.

This notice is sent by order of the United States District Court for the Central District of California in *Behar v. Northrop Grumman Corp., et al.*, No. 2:21-cv-03946-HDV-SK, and by the Court-appointed Class Administrator. It is a legal notice, not an advertisement and not a solicitation from a lawyer. You are receiving it because public property records indicate you may be a member of the Settlement Class.

By Order of the Hon. Hernán D. Vera
United States District Court for the Central District of California

EXHIBIT C

$75 MILLION SETTLEMENT

CLAIM DEADLINE: OCTOBER 10, 2026

You may be entitled to thousands or tens of thousands of dollars from a class action settlement – but you must submit a Claim Form.

Visit www.CanogaParkClassAction.com or scan the QR code below for more information.

This is a Court-ordered legal notice authorized by the U.S. District Court for the Central District of California.

$75 MILLONES EN ACUERDO DE CONCILIACIÓN

FECHA LÍMITE PARA PRESENTAR UNA RECLAMACIÓN: 10 DE OCTUBRE DE 2026

Usted podría tener derecho a recibir miles o incluso decenas de miles de dólares de un acuerdo de conciliación de una demanda colectiva, pero debe presentar un Formulario de Reclamación.

Visite www.CanogaParkClassAction.com o escanee el código QR que aparece a continuación para obtener más información.

Este es un aviso legal ordenado por el Tribunal y autorizado por el Tribunal de Distrito de los Estados Unidos para el Distrito Central de California.

Behar v. Northrop Grumman
Class Administrator
c/o A.B. Data, Ltd.
P.O. Box 173072
Milwaukee, WI 53217

Behar v. Northrop Grumman Corp., et al.,
Case No. 2:21-cv-03946-HDV-SK

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Case 2:21-cv-03946-HDV-SK Document 435-5 Filed 10/13/26 Page 2 of 5 Page ID #:20178

IMPORTANT REMINDER

YOU MAY BE ENTITLED TO THOUSANDS OR TENS OF THOUSANDS OF DOLLARS FROM A CLASS ACTION SETTLEMENT

You must submit a Claim Form in order to be paid

You previously received a Notice explaining that a settlement has been reached in a class action concerning contamination in the Canoga Park/Winnetka area. Records show you may be a member of the Class and eligible to submit a claim.

CLAIM FILING DEADLINE: OCTOBER 10, 2026

As of the date of this mailing, we have not received a Claim Form from you.

If you have filed a claim, please disregard this Reminder.

Eligible homeowners, who own homes in the Class Area as of August 11, 2026, are estimated to receive payments ranging from approximately **$7,494 to $21,110**, depending on the location of the property. These amounts are estimates only; your actual payment may be higher or lower.

If you do not submit a Claim Form by the deadline, you will receive no payment from the settlement.

Submit a claim online at: www.CanogaParkClassAction.com or scan the QR code on the reverse side. You must use the Unique ID and PIN, which are located on the reverse side.

Or, mail a claim form so that it is postmarked **no later than October 10, 2026.** Your submission must include the required proof of ownership.

If you did not receive or no longer have the Notice and Claim Form, you should visit the website at www.CanogaParkClassAction.com. If you have any questions, please contact the Class Administrator at the contact information below or visit the website.

PLEASE DO NOT CONTACT THE COURT ABOUT THE SETTLEMENT

RECORDATORIO IMPORTANTE

USTED PODRÍA TENER DERECHO A RECIBIR MILES O INCLUSO DECENAS DE MILES DE DÓLARES DE UN ACUERDO DE CONCILIACIÓN DE UNA DEMANDA COLECTIVA.

Debe presentar un Formulario de Reclamación para recibir un pago.

Anteriormente recibió un Aviso en el que se explicaba que se ha alcanzado un acuerdo de conciliación en una demanda colectiva relacionada con la contaminación en el área de Canoga Park/Winnetka. Los registros indican que usted podría ser miembro de la Clase y reunir los requisitos para presentar una reclamación.

FECHA LÍMITE IMPORTANTE PARA PRESENTAR UNA RECLAMACIÓN:
10 DE OCTUBRE DE 2026

A la fecha de este envío postal, no hemos recibido un Formulario de Reclamación de su parte.
Si ya presentó un Formulario de Reclamo, por favor haga caso omiso de este Recordatorio.

Se estima que los propietarios de viviendas elegibles que sean propietarios de una vivienda dentro del Área de la Clase al 11 de agosto de 2026 recibirán pagos que oscilan entre aproximadamente $7,494 y $21,110, dependiendo de la ubicación de la propiedad. Estas cantidades son solo estimaciones; su pago real podría ser mayor o menor.

Si no presenta un Formulario de Reclamación antes de la fecha límite, no recibirá ningún pago del acuerdo de conciliación.

Presente una reclamación en línea en: www.CanogaParkClassAction.com o escanee el código QR que aparece al reverso. Deberá utilizar el ID Único y el PIN que se encuentran al reverso.

O bien, envíe por correo un formulario de reclamación con matasellos de fecha **no posterior al 10 de octubre de 2026.** Su presentación debe incluir la prueba de propiedad requerida.

Si no recibió o ya no tiene el Aviso y el Formulario de Reclamación, visite el sitio web en www.CanogaParkClassAction.com. Si tiene alguna pregunta, comuníquese con el Administrador de la Demanda Colectiva utilizando la información de contacto que aparece a continuación o visite el sitio web.

POR FAVOR, NO SE COMUNIQUE CON EL TRIBUNAL ACERCA DEL ACUERDO

Behar v. Northrop Grumman Class Administrator
c/o A.B. Data, Ltd.
P.O. Box 173072
Milwaukee, WI 53217
Toll-Free /Número gratuito: 833-419-5050
Email/ Correo electrónico: info@CanogaParkClassAction.com

Case 2:21-cv-03946-HDV-SK Document 435-5 Filed 10/13/26 Page 3 of 5 Page ID #:20179

$75 MILLION SETTLEMENT
CLAIM DEADLINE: OCTOBER 10, 2026

You may be entitled to hundreds of dollars or more from a class action settlement – but you must submit a Claim.

Visit www.CanogaParkClassAction.com or scan the QR code below for more information.

This is a Court-ordered legal notice authorized by the U.S. District Court for the Central District of California.

$75 MILLONES EN ACUERDO DE CONCILIACIÓN
FECHA LÍMITE PARA PRESENTAR UNA RECLAMACIÓN: 10 DE OCTUBRE DE 2026

Usted podría tener derecho a recibir cientos de dólares o más de un acuerdo de demanda colectiva, pero debe presentar una Reclamación.

Visite www.CanogaParkClassAction.com o escanee el código QR que aparece a continuación para obtener más información.

Este es un aviso legal ordenado por el Tribunal y autorizado por el Tribunal de Distrito de los Estados Unidos para el Distrito Central de California.

Behar v. Northrop Grumman
Class Administrator
c/o A.B. Data, Ltd.
P.O. Box 173072
Milwaukee, WI 53217

Behar v. Northrop Grumman Corp., et al.,
Case No. 2:21-cv-03946-HDV-SK

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IMPORTANT REMINDER

YOU MAY BE ENTITLED TO HUNDREDS OF DOLLARS OR MORE FROM A CLASS ACTION SETTLEMENT

You must submit a Claim Form in order to be paid.

You previously received a Notice explaining that a settlement has been reached in a class action concerning contamination in the Canoga Park/Winnetka area. Records show you may be a member of the Class and eligible to submit a claim.

CLAIM FILING DEADLINE: OCTOBER 10, 2026

As of the date of this mailing, we have not received a Claim Form from you.

If you have filed a claim, please disregard this Reminder.

Eligible former homeowners, who owned homes in the Class Area as of July 1, 2024 but have since sold their homes, are estimated to receive payments of $400 or more. This amount is an estimate only; your actual payment may be higher or lower.

If you do not submit a Claim Form by the deadline, you will receive no payment from the settlement.

Submit a claim online at: www.CanogaParkClassAction.com or scan the QR code on the reverse side. You must use the Unique ID and PIN, which are located on the reverse side.

Or, mail a claim form so that it is postmarked **no later than October 10, 2026.** Your submission must include the required proof of ownership.

If you did not receive or no longer have the Notice and Claim Form, you should visit the website at www.CanogaParkClassAction.com. If you have any questions, please contact the Class Administrator at the contact information below or visit the website.

PLEASE DO NOT CONTACT THE COURT ABOUT THE SETTLEMENT

RECORDATORIO IMPORTANTE

PODRÍA TENER DERECHO A RECIBIR CIENTOS DE DÓLARES O MÁS COMO PARTE DE UN ACUERDO DE DEMANDA COLECTIVA.

Debe presentar un Formulario de Reclamación para recibir un pago.

Usted recibió anteriormente un Aviso en el que se le informaba que se ha alcanzado un acuerdo en una demanda colectiva relacionada con la contaminación en el área de Canoga Park/Winnetka. Según los registros, usted podría ser miembro de la Clase y ser elegible para presentar un reclamo.

FECHA LÍMITE IMPORTANTE PARA PRESENTAR UNA RECLAMACIÓN:

10 DE OCTUBRE DE 2026

A la fecha de este envío postal, no hemos recibido un Formulario de Reclamación de su parte.

Si ya presentó un Formulario de Reclamo, por favor haga caso omiso de este Recordatorio.

Los antiguos propietarios elegibles que eran dueños de viviendas en el Área de la Clase al 1 de julio de 2024, pero que desde entonces han vendido sus viviendas, se estima que recibirán pagos de $400 o más. Esta cantidad es solo una estimación; su pago real podría ser mayor o menor.

Si no presenta un Formulario de Reclamo antes de la fecha límite, no recibirá ningún pago del acuerdo.

Presente un reclamo en línea en: www.CanogaParkClassAction.com o escanee el código QR que aparece al reverso. Deberá utilizar el ID Único y el PIN, los cuales se encuentran al reverso.

O bien, envíe por correo un Formulario de Reclamo con matasellos de fecha **no posterior al 10 de octubre de 2026.** Su envío debe incluir la documentación requerida que demuestre la propiedad de la vivienda.

Si no recibió o ya no tiene el Aviso y Formulario de Reclamo, visite el sitio web www.CanogaParkClassAction.com. Si tiene alguna pregunta, comuníquese con el Administrador del Acuerdo utilizando la información de contacto que aparece a continuación o visite el sitio web.

POR FAVOR, NO SE COMUNIQUE CON EL TRIBUNAL ACERCA DEL ACUERDO

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c/o A.B. Data, Ltd.
P.O. Box 173072
Milwaukee, WI 53217
Toll-Free /Número gratuito: 833-419-5050
Email/ Correo electrónico: info@CanogaParkClassAction.com

Case 2:21-cv-03946-HDV-SK Document 435-5 Filed 10/13/26 Page 5 of 5 Page ID #:20181

EXHIBIT D

AVISO IMPORTANTE: Para leer este correo electrónico en español, por favor haz clic aquí.
También puedes llamar al 833-419-5050 y pedir asistencia en español.

FINAL REMINDER

If you own or owned a single-family home or townhome in the Canoga Park or Winnetka area near the former industrial site at 8020 Deering Avenue, within the zones outlined on the Class Area map,

You could get money from a $75 million class action settlement.

Time is Running Out

File Your Claim HERE by October 10, 2026

Property records maintained by the Los Angeles County Assessor's Office indicate that you may own, or may have previously owned, an eligible property in the Class Area. You may qualify for up to tens of thousands of dollars from a settlement. Our records show you have not filed a claim.

To get money from this settlement, you must file a claim by **October 10, 2026**. Go to www.CanogaParkClassAction.com to file your claim online. You can also file a claim by mail.

For More Information or to File a Claim:

Visit: www.CanogaParkClassAction.com

Email: info@CanogaParkClassAction.com

Call: 833-419-5050 (toll-free)

Write:

Behar v. Northrop Grumman Class Administrator
c/o A.B. Data, Ltd.
P.O. Box 173072
Milwaukee, WI 53217

unsubscribe

AVISO FINAL

Si es dueño o fue dueño de una casa unifamiliar o de un adosado en la zona de Canoga Park o Winnetka, cerca del antiguo sitio industrial ubicado en 8020 Deering Avenue, dentro de las zonas delimitadas en el mapa del Área de la Demanda Colectiva,

Podría recibir dinero de un acuerdo de demanda colectiva de $75 millones.

El tiempo se está agotando

Presente su reclamo AQUÍ antes del 10 de octubre de 2026

Los registros de propiedades de la Oficina del Tasador del Condado de Los Ángeles indican que usted podría ser propietario, o haber sido propietario anteriormente, de una propiedad elegible dentro del Área de la Demanda Colectiva. Usted podría calificar para recibir hasta decenas de miles de dólares del acuerdo. Nuestros registros indican que usted no ha presentado un reclamo.

Para recibir dinero de este acuerdo, usted debe presentar un reclamo antes del 10 de octubre de 2026. Visite www.CanogaParkClassAction.com para presentar su reclamo en línea. También puede presentar un reclamo por correo.

Para obtener más información o presentar un reclamo:

Sitio web: www.CanogaParkClassAction.com

Correo electrónico: info@CanogaParkClassAction.com

Llame al: 833-419-5050 (toll-free)

Correo:

Behar v. Northrop Grumman Class Administrator
c/o A.B. Data, Ltd.
P.O. Box 173072
Milwaukee, WI 53217

By providing your information, either on paper, electronically, or through a website, you consent to us storing and using your information for case administration purposes only. Our site uses tracking technologies to tailor your experience and understand how you and other visitors use our site. By continuing to navigate this site you consent to use of these tracking technologies. For more information on how we use your personal data, please read our Privacy Policy.

DATA

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EXHIBIT E

Emails show channel between ICE and Iran

By Safiyah Riddle
THE ASSOCIATED PRESS

LOS ANGELES — U.S. immigration officials worked with Iran to deport Iranians in 2025, newly released emails show, revealing a working relationship between the U.S. and Iranian governments despite tensions mounting between the countries.

Hundreds of emails exchanged between U.S. immigration officials, which were obtained by the National Iranian American Council and made public on Tuesday, offer the most transparent play by play yet of how the two countries worked together to arrange for more than 100 Iranians to be flown back to Iran on three separate immigration flights in September and December 2025 and January 2026. The emails obtained by NIAC were first reported on by the Intercept.

The emails show that Iranian officials had some influence over which Iranian immigrants in the U.S. were sent back to their home country, and U.S. Immigration and Customs Enforcement officials apparently heeded some last-minute changes to deportation lists at the request of Iran.

"Per request from the Iran Embassy I added a few cases," one unnamed ICE official wrote in late August, a month before the first deportation flight in September. Just over a week later, someone with the same job title moved to make another, unspecified change to the deportation list after they said they met with the "Director at the Iranian Embassy."

"Iran has requested that I amend the previous manifest and expedite the removal process," the official wrote.

In a Sept. 26 email, just three days before the deportation flight left U.S. soil, an ICE official said in an email that the Iranian Embassy was still making requests for three additional Iranians on the flight. It's not clear who ended up on the flight, which ended up being much smaller than initially planned. Iranian officials were still making requests the day the flight departed, although one official wrote that those requests were denied.

Coordination of the flights remained a high priority even as ICE officials acknowledged internally that Iranians were fleeing Iran amid the deadly 12-day war with the U.S. and Israel in June 2025, emails show. The flights departed just months after the U.S. and Israel agreed to a ceasefire with Iran.

The new emails highlight a clear departure from a decades-long practice by the U.S. of welcoming Iranian dissidents, exiles and others since the 1979 Islamic Revolution forced a large number of Iranians to flee.

The deportation of Iranians to a country whose government has a pattern of violent persecution against women, religious minorities and political dissidents has drawn significant criticism from human rights activists.

The Department of Homeland Security did not offer comment in response to an emailed request sent Tuesday afternoon.

Iranian officials acknowledged in September 2025 that as many as 400 Iranians could be returned under an agreement with the Trump administration. They said most of the Iranians had crossed into the U.S. from Mexico illegally, while some faced other immigration issues.

It is not clear from the emails how frequently U.S. immigration officials had direct contact with the Iranian government. Sometimes messages were conveyed through Qatari officials, who helped charter the deportation flights through Doha, but other times officials reference regular meetings with the "Iranian delegation," the "Director at the Iranian Embassy" and other unnamed Iranian officials.

It is not clear whether the people Iran put on the list had volunteered to repatriate or if they were forced. Previous reporting from The New York Times revealed that asylum-seekers were among those deported to Iran, while others said they were deported against their will.

At least one person was deported who wasn't supposed to be, emails showed.

"An Iranian not included on the final manifest we sent to the Qatari MOI was boarded on the flight," an unnamed U.S. official wrote.

In response, another unnamed U.S. official wrote, "I have no idea how the case/person got through on the plane."

Emails suggest that pressure to carry out the Iranian deportations came from the highest levels of the Trump administration, even when U.S. and Israel were exchanging strikes with Iran in a 12-day conflict between June 13 and June 24, 2025.

Just days after Trump's June 16 warning on social media that "Everyone should immediately evacuate Tehran!" the former acting director of ICE, Todd Lyons, called the repatriation of Iranian immigrants a "priority" in an email sent to the agency's head of removal operations Marcos Charles and a number of unnamed staff.

Shortly after Lyon's email, Charles forwarded the message to a group of officials whose names are redacted. An unnamed ICE official responded, warning that "removal will prove difficult" amid the ongoing conflict because Iran wasn't issuing the travel documents for Iranians eligible for deportation. On top of that, the Iranian airspace was closed to all flights during the bombings and Iranians were fleeing the country.

Charles was unfazed, telling staff in a subsequent email to make a plan to deport 58 Iranians with final removal orders in ICE custody at the time.

"We need a plan forward ASAP," Charles wrote.

Jamal Abdi, the president of the National Iranian American Council, said the emails undermine Trump's assertions that the U.S. is at war with Iran to save ordinary Iranians from a repressive regime.

"It demonstrates that the top priority here was to kick out as many people as possible by whatever means necessary," Abdi said.

On several occasions, the emails show ICE officials arranging for Iranian officials to meet for unspecified reasons with people detained in the U.S., echoing testimony from Iranian asylum-seekers in an unrelated lawsuit filed by an unaffiliated Iranian interest group in July.



The USS George Washington aircraft carrier sails off the coast of Argentina on May 30, 2024. The ship is now in the Middle East. **VICTOR R. CAIVANO — AP**

Carrier arrives to relieve USS Lincoln

By Ben Finley and Konstantin Toropin
THE ASSOCIATED PRESS

WASHINGTON — The Asia-based USS George Washington aircraft carrier is now operating in the Middle East, the U.S. military said Thursday, relieving a long-deployed carrier following reports of mental health challenges and supply shortages aboard while it was supporting the Iran war.

U.S. Central Command, which oversees military operations in the Middle East, said on social media that the carrier arrived in the region Wednesday. It was not clear when the USS Abraham Lincoln would arrive back in the U.S. or whether it would make a port stop along the way, but the journey takes just over a month.

The Washington arrived as concerns have grown about the Lincoln's lengthy deployment, which has included a record-setting uninterrupted time at sea of more than 250 days, and about reports of crew stress and poor mental health, as well as supply shortages, including food and hygiene products.

Several Democratic lawmakers have pressed the Department of Defense for accountability over conditions aboard the Lincoln, which Defense Secretary Pete Hegseth has said were "completely misrepresented."

Hegseth spoke with the Lincoln's crew last week, and Adm. Brad Cooper, head of U.S. Central Command, visited this past weekend. In an editorial published Sunday by The Wall Street Journal, Cooper said the crew "delivered a performance for the ages, and now you are going home."

Extended deployments of carriers wear on service members who are away from home for long periods and increase strain on the ship and its equipment. While hostilities between the U.S. and Iran calmed in recent weeks, the Navy is enforcing a reimposed blockade on Iranian ports in the Strait of Hormuz, and the Trump administration has offered no clarity on how it intends to wind down the war.

Hegseth has said the U.S. can maintain the blockade "indefinitely."

President Donald Trump this week downplayed reports about conditions on the Lincoln, which left its home port in San Diego in November and arrived in the Middle East in January. Trump called the nearly nine months at sea that the sailors endured a "good period of time" but added that "over the years, we've had them out there much longer."

Trump told reporters Monday that he spoke with a retired admiral over the weekend who recounted being on ships for "much longer." Trump said the admiral assured him that the Lincoln is "beautifully maintained and beautifully taken care of." Trump did not name the admiral.

In a statement Sunday after visiting the Lincoln, Cooper praised the carrier's leaders for prioritizing mental health and resilience.

"History will record this deployment as one of the most operationally intense and consequential of the modern era," Cooper said.

The Washington joins the USS George H.W. Bush in the Middle East, leaving Asia without an American carrier strike group.

UNITED STATES DISTRICT COURT — CENTRAL DISTRICT OF CALIFORNIA
Behar v. Northrop Grumman Corp., et al., Case No. 2:21-cv-03946-HDV-SK

LEGAL NOTICE OF CLASS ACTION SETTLEMENT

If you own or owned a single-family home or townhome in the Canoga Park or Winnetka area near the former industrial site at 8020 Deering Avenue, you may be entitled to a payment from a $75 million class action settlement.

Para conseguir una notificación en español, llame al numero o visite el sitio web.

A federal court authorized this notice. This is not a solicitation from a lawyer.
Visit www.CanogaParkClassAction.com or scan the QR code below for more information.

The Case. Plaintiffs allege that operations at the former industrial site caused contamination of soil and groundwater—including trichloroethylene (TCE) and perchloroethylene (PCE)—in a defined Class Area in Canoga Park and Winnetka, decreasing property values and requiring vapor-intrusion mitigation. Defendants (Northrop Grumman Corp. and Northrop Grumman Systems Corp.) deny the allegations.

Who Is Included. You may be a Settlement Class Member if you (i) own a single-family home or townhome in the Class Area as of August 11, 2026, or (ii) owned one in the Class Area on July 1, 2024, and have since sold it. Employees of Defendants are excluded. The Class Area map and address list are at www.CanogaParkClassAction.com.

The Settlement. Defendants will pay $75,000,000 into a non-reversionary Settlement Fund. After Court-approved attorneys' fees and costs, service awards to the Class Representatives, and administrative costs, the remainder will be distributed to eligible Class Members who submit timely and valid Claim Forms. The Class Area is divided into three geographic sub-areas with different per-home payment amounts, and a separate $100,000 pool will be divided equally among eligible former owners (who sold after July 1, 2024). Estimated payment amounts are in the Long Form Notice which is accessible at www.CanogaParkClassAction.com; amounts are estimates only.

The Release. If you remain in the Settlement Class, you will release claims for property damage and mitigation measures against Defendants and other related parties. The Settlement does NOT release claims for personal injury, wrongful death, or medical monitoring. You are solely responsible for the tax consequences of any payment received.

Your Options.

- **Submit a Claim.** To receive a payment, submit a Claim Form with proof of ownership to the Class Administrator by October 10, 2026. Claim Forms are at www.CanogaParkClassAction.com.
- **Exclude Yourself.** To preserve your right to sue separately, mail an exclusion request to the Class Administrator postmarked by September 25, 2026.
- **Object.** If you remain in the Class, you may mail a written objection to the Court, with copies to Class Counsel and Defense Counsel, postmarked by September 25, 2026.
- **Do Nothing.** Receive no payment, and (unless you exclude yourself) be bound by the release.

Final Approval Hearing. November 12, 2026, at 10:00 a.m. PT before the Hon. Hernán D. Vera, U.S. Courthouse, 350 W. 1st St., Courtroom 5B, Los Angeles, CA 90012. You may attend, but you do not have to.

More Information. The Long Form Notice, Claim Form, Settlement Agreement, and other important documents are at www.CanogaParkClassAction.com. Or call toll-free 833-419-5050 for more information. Please do not contact the Court.



A United Launch Alliance AtlasV rocket lifts off carrying the Landsat9 earth imaging satellite from Vandenberg Space Force Base in 2021. **MATT HARTMAN VIA AP**

Invited media, military members held at gunpoint at Vandenberg

The Associated Press

VANDENBERG SPACE FORCE BASE — Five news reporters and two members of the military who were invited to an event at Vandenberg Space Force Base in California were briefly detained at gunpoint by security officers who thought they were gate crashers, according to local news reports.

The incident happened Monday ahead of an invitation-only groundbreaking for a new training facility for missile operators at the federal airfield near Santa Barbara. Reporters from Noozhawk and KEYT were among those detained, and both outlets published articles detailing the detainment.

In a statement to Noozhawk, a Space Launch Delta 30 Public Affairs spokesperson called the incident a breakdown in communication.

"Vandenberg Space Force Base is experiencing an increased number of unauthorized entry attempts," the statement said. "Every potential unauthorized presence must be treated as a legitimate threat until proven otherwise. While we recognize this may have been unsettling, the security of the base and its personnel is our priority."

The reporters and military members were part of a convoy being escorted onto the base by uniformed public affairs staff in a government minivan when they were suddenly ordered out of their vehicles with their hands up, according to news reports.

Officers pointed guns, sirens were sounded, and barricades went up at the gate entrance, KEYT reported.

The two military members assigned to the base — one enlisted and one a junior officer — were handcuffed and placed in base vehicles, while the civilians were ordered to sit on a curb, Noozhawk reported.

The reporters for outlets also including KSBY-TV and the Santa Maria Times/Lompoc Record were held for more than 30 minutes, causing them to miss the event. All were let go without further incident.

"We respect the military's need to provide security for the base," Tom Bolton, Noozhawk's editor in chief, said in a statement Wednesday. "But clearly what occurred was unfortunate and unnecessary, and potentially dangerous, as firearms were drawn."

Bolton said he hopes to have a conversation with base leadership later this week to review what happened in the hopes of preventing a similar occurrence in the future.





Blumenfield Leads Effort to Repeal Outdated Crime to "Play Ball" in the Street

The Los Angeles City Council today voted to repeal Los Angeles Municipal Code Section 56.16, ending a nearly century-old law that makes it a crime to 'play ball' on public streets and sidewalks.

Councilmember Bob Blumenfield led the effort to repeal the law, which dates back at least to 1945 and carries penalties of up to six months in jail or a $1,000 fine. The law makes it a crime for a parent to play catch with their child on the sidewalk or for kids to kick a soccer ball on a quiet residential street. The Council unanimously voted to move the repeal forward, and today took the final step to remove it from the books.

"Today, we finally put an end to this ridiculous law," said Councilmember Blumenfield. "In an era when traffic violence is a real threat, we should focus on dangerous and reckless drivers—not children playing soccer or families playing catch. We should make our neighborhoods safer by making drivers more responsible, not by criminalizing kids being kids."

Today we put an end to this ridiculous law... Now grab your glove and go play catch!
- Councilman Blumenfield

In addition, Blumenfield said the repeal is also an example of why cities should regularly review laws and remove provisions that are outdated or no longer enforced. "This law outlived its purpose decades ago. Today, we did the common-sense thing: we repealed it. Now grab your glove and go play catch."

UNITED STATES DISTRICT COURT — CENTRAL DISTRICT OF CALIFORNIA
Behar v. Northrop Grumman Corp., et al., Case No. 2:21-cv-03946-HDV-SK

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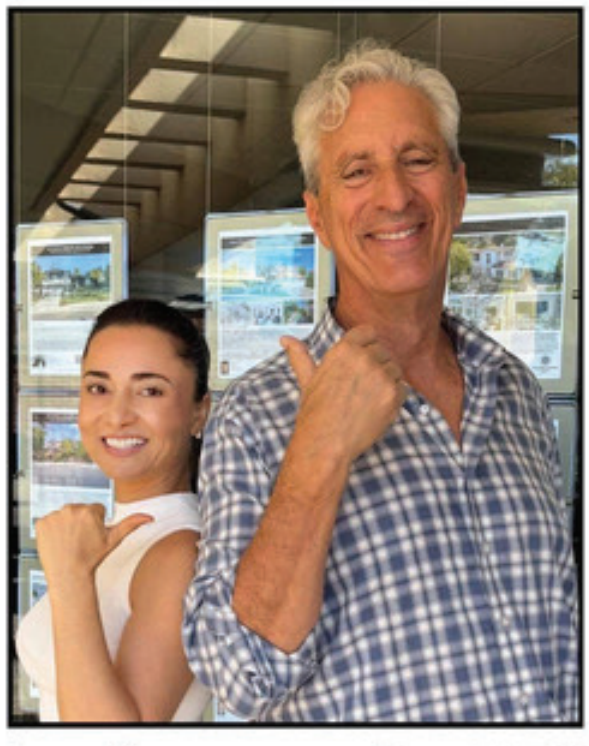
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REALTOR®
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lana.knadian@camoves.com
310.650.6046

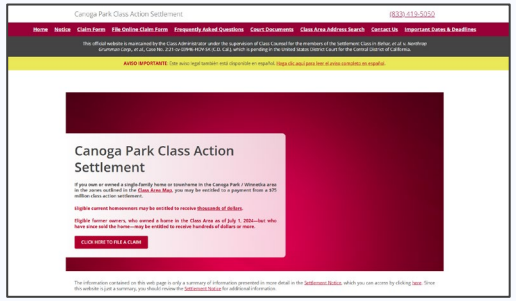
Scott Friedman
REALTOR®
CalRE#: 01744368
scottmfriedman@yahoo.com
818.317.2011

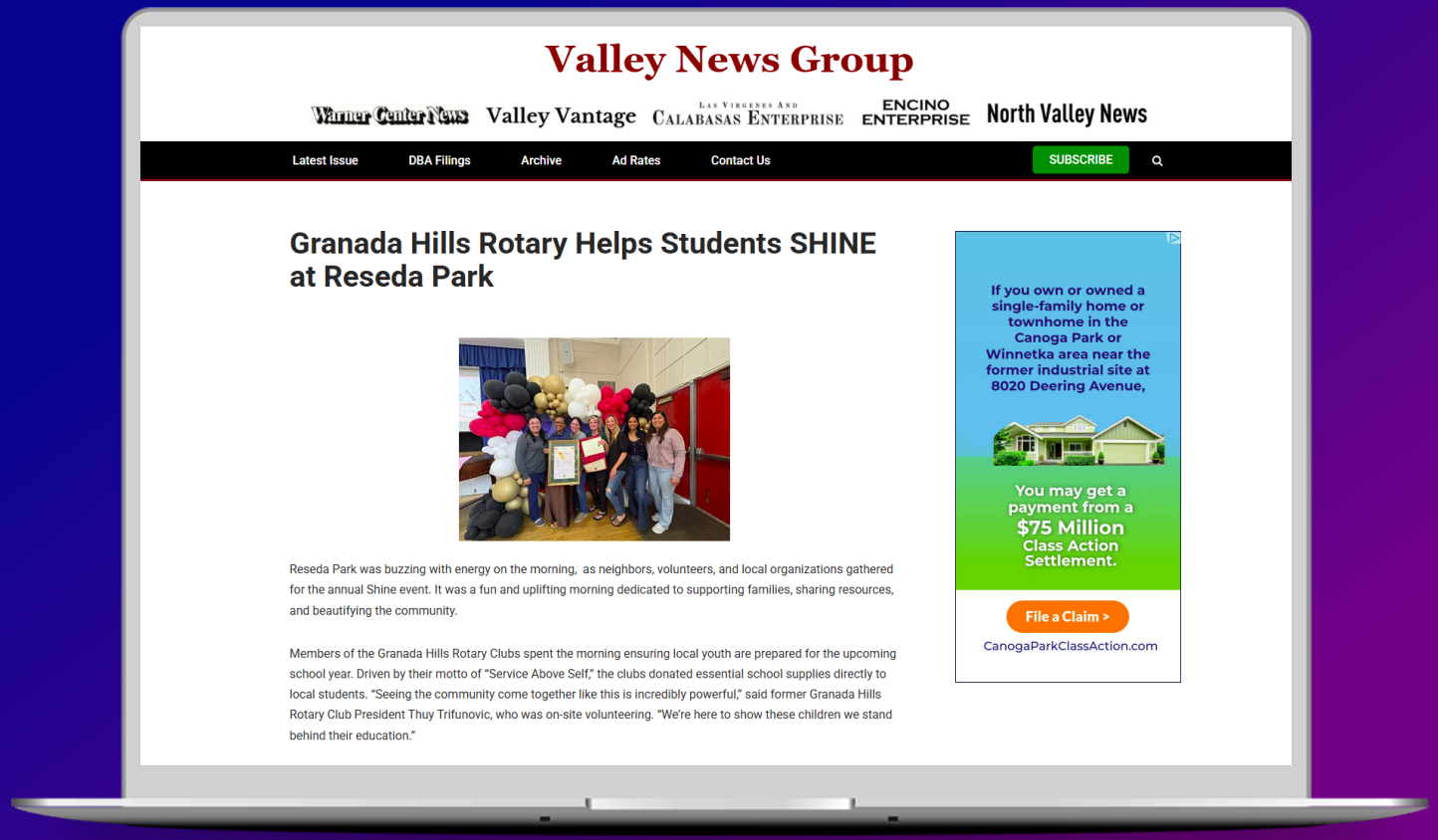
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EXHIBIT F

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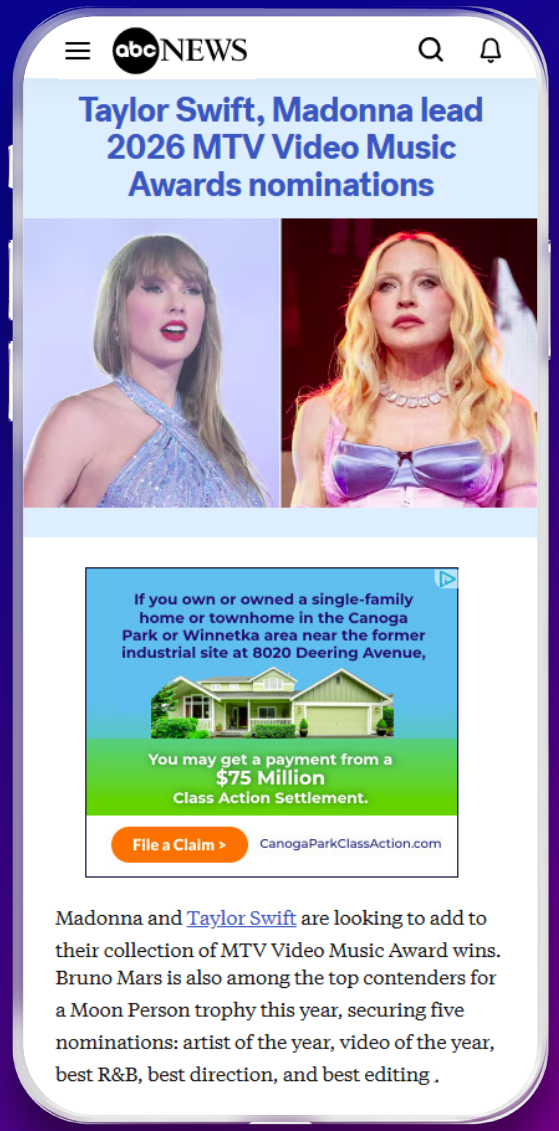




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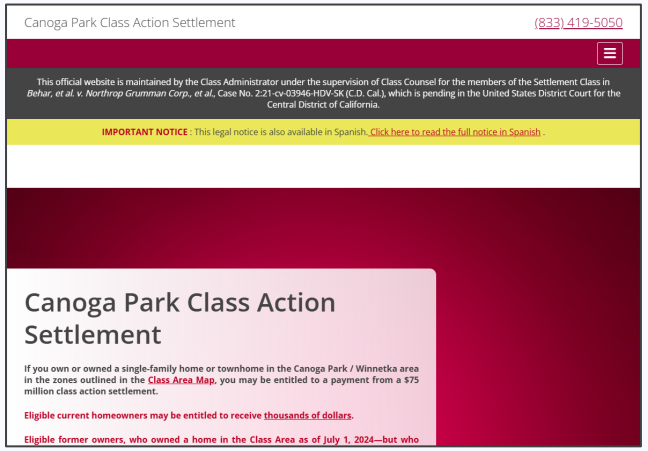
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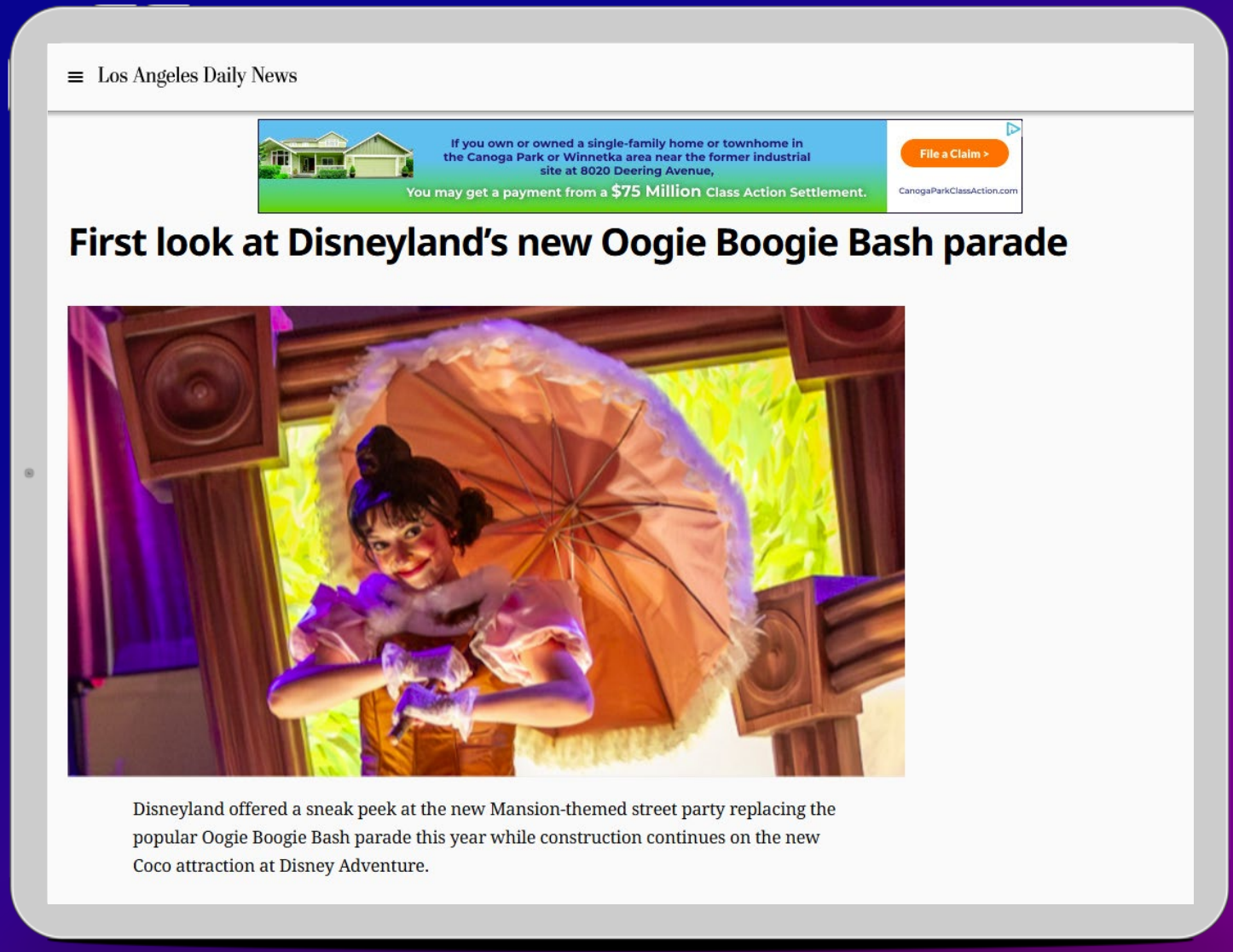




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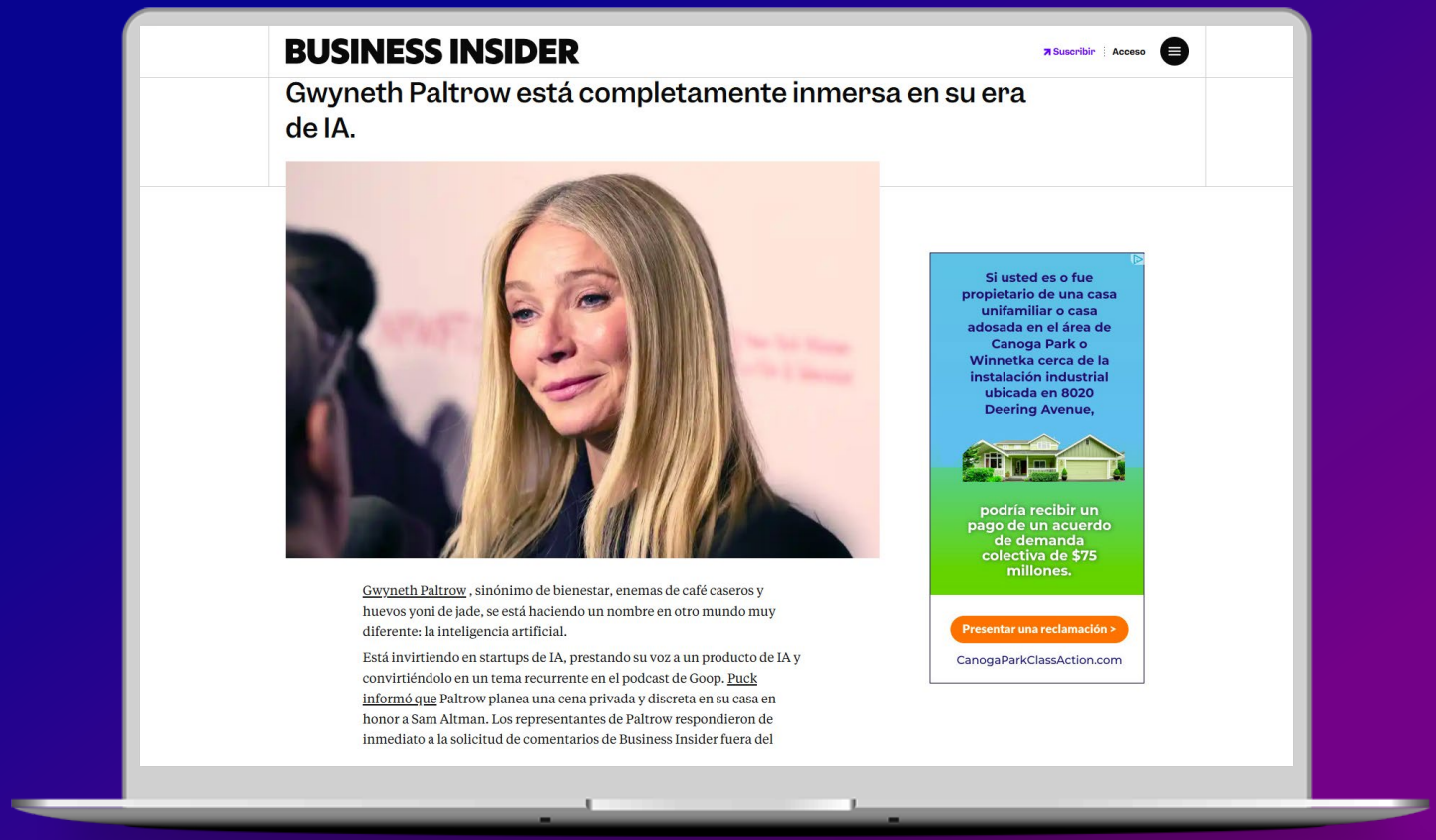




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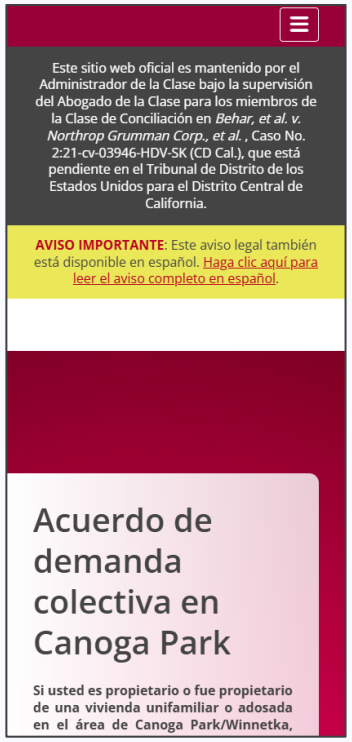
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Landing Page





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Landing Page



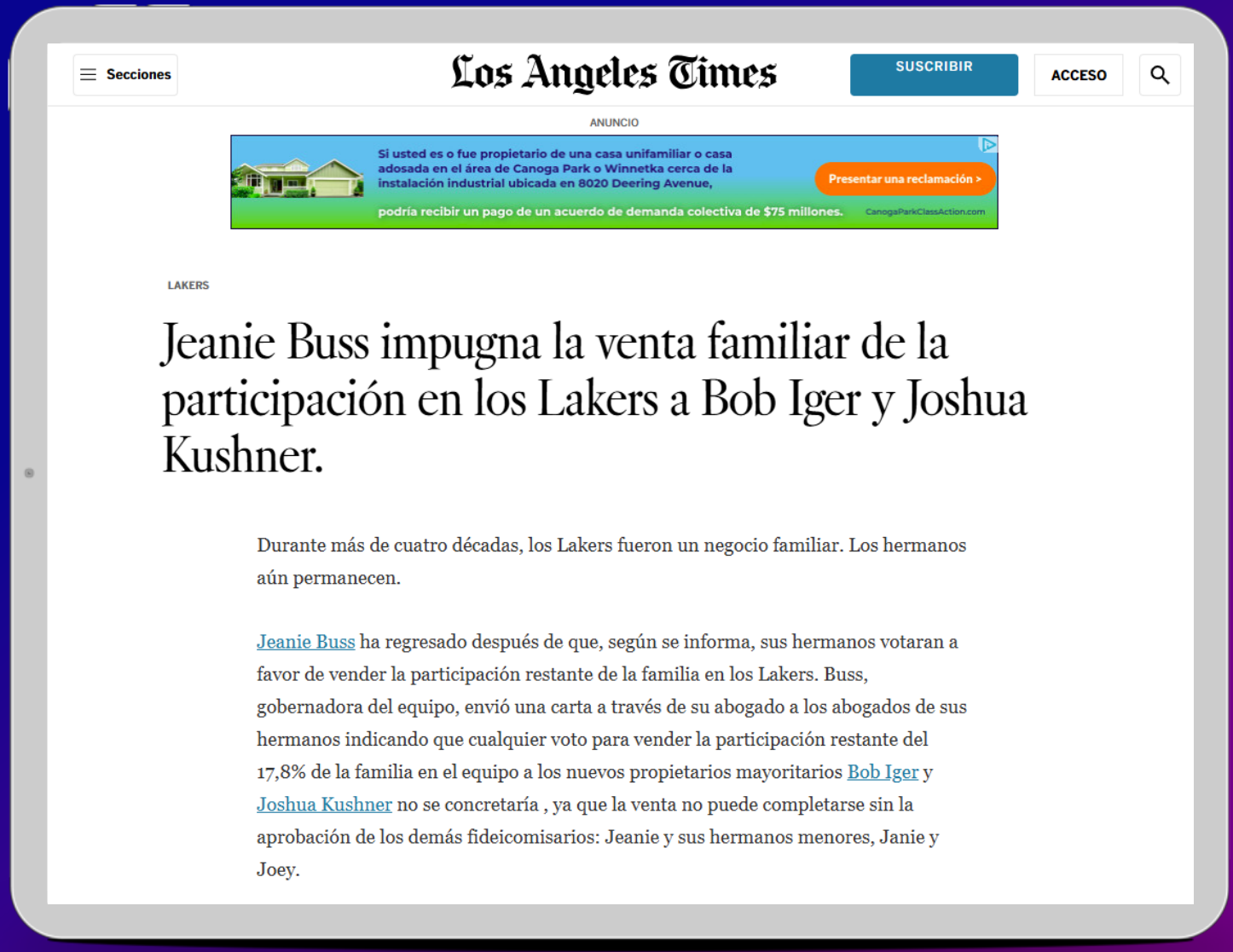


EXHIBIT G

CANOGA PARK & WINNETKA

HOMEOWNERS

You May Be Entitled to a Cash Payment



$75 MILLION

CLASS ACTION SETTLEMENT

YOU MAY QUALIFY IF YOU:

Owned your home as of August 11, 2026.

You may be entitled to up to **tens of thousands of dollars.**

You must submit a valid claim by October 10, 2026 to receive payment.

FOR MORE INFORMATION AND TO SUBMIT A CLAIM:

SCAN HERE

CanogaParkClassAction.com

Toll Free: 833-419-5050

CLAIM DEADLINE:
OCTOBER 10, 2026

A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.
YOU ARE NOT BEING SUED.

PROPIETARIOS DE VIVIENDAS
DE CANOGA PARK Y WINNETKA

Usted Podría Tener Derecho a un
Pago en Efectivo



$75 MILLONES
ACUERDO DE DEMANDA COLECTIVA

USTED PODRÍA CALIFICAR SI:

Ha sido propietario de su vivienda desde el 11 de Agosto de 2026.

Los propietarios elegibles que presenten reclamaciones válidas podrían tener derecho a recibir **miles o decenas de miles de dólares.**

Debe presentar una reclamación antes del **10 de octubre de 2026** para recibir el pago.

PARA MÁS INFORMACIÓN Y PARA PRESENTAR UNA RECLAMACIÓN:

ESCANEE AQUÍ

CanogaParkClassAction.com

Línea gratuita: 833-419-5050

FECHA LÍMITE PARA PRESENTAR UNA RECLAMACIÓN:

10 DE OCTUBRE DE 2026

**UN TRIBUNAL FEDERAL AUTORIZÓ ESTE AVISO.
ESTA NO ES UNA SOLICITACIÓN DE UN ABOGADO.
USTED NO ESTÁ SIENDO DEMANDADO.**

CANOGA PARK & WINNETKA
HOMEOWNERS
You May Be Entitled to a
Cash Payment
$75 MILLION
CLASS ACTION SETTLEMENT
YOU MAY QUALIFY IF YOU:
Owned your home as of August 11, 2026.
You may be entitled to up to tens of thousands of dollars.
You must submit a valid claim by October 10, 2026 to receive payment.
CLAIM DEADLINE:
OCTOBER 10, 2026




Cash Payment
$75 MILLION

EXHIBIT H

Exclusion 1

Postmarked: September 16, 2026

Behar v. Northrop Grumman Class Administrator
c/o A.B. Data, Ltd.
EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217

Case No. 2:21-cv-03946-HDV-SK

Name: [redacted]
Phone number: [redacted]
Address: [redacted]
Address of property in the Class Area: [redacted]

I, [redacted], am formally submitting this written request to be excluded from the Settlement Class in **Behar v. Northrop Grumman Corporation, et al., Case No. 2:21-cv-03946-HDV-SK.**

I hereby request exclusion from the Settlement Class and reserve all rights to pursue any claims I may have independently, including claims relating to property damage, diminution in property value, mitigation measures, or other claims arising from or relating to the matters alleged in the litigation, to the extent permitted by law.

[redacted]

Signature: [redacted]

Date: 9/16/2026

[redacted]

SANTA CLARITA CA 913
16 SEP 2026 PM 5 L



TO: BEHAR V. NORTHROP GRUMMAN CLASS ACTION
c/o A.B. DATA, LTD
EXCLUSIONS
P.O. BOX 173001
MILWAUKEE, WI 53217

53217-801201

Case 2:21-cv-03946-HDV-SK Document 435-10 Filed 10/13/26 Page 4 of 23 Page ID #:20204

Exclusion 2

Postmarked: September 16, 2026

Behar v. Northrop Grumman Class Administrator
c/o A.B. Data, Ltd.
EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217

Case No. 2:21-cv-03946-HDV-SK

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[redacted]

Signature: [redacted]

Date: 9/16/2026

[redacted]

SANTA CLARITA CA 913
16 SEP 2026 PM 5 L



TO: BETHAR V. NORTHROP GRUMMAN class ADMIN
c/o A.B. DATA, LTD
EXCLUSIONS
P.O. BOX 173001
MILWAUKEE, WI 53217

53217-801201

Case 2:21-cv-03946-HDV-SK Document 435-10 Filed 10/13/26 Page 7 of 23 Page ID #:20207

Exclusion 3

Postmarked: September 16, 2026

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c/o A.B. Data, Ltd.
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P.O. Box 173001
Milwaukee, WI 53217

Case No. 2:21-cv-03946-HDV-SK

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Signature: [redacted]

Date: 9/16/2026

[redacted]

SANTA CLARITA CA 913
16 SEP 2026 PM 5 L

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c/o A.B. DATA, LTD
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P.O. BOX 173001
MILWAUKEE, WI 53217

53217-801201

Case 2:21-cv-03946-FMO-SK Document 435-10 Filed 10/13/26 Page 10 of 23 Page ID #:20210

Exclusion 4

Postmarked: September 16, 2026

September 16, 2026

Behar v. Northrop Grumman Class Administrator
c/o A.B. Data, Ltd.
EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217

Re: Request for Exclusion from Settlement Class
Behar v. Northrop Grumman Corporation, et al.
Case No. 2:21-cv-03946-HDV-SK

Dear Class Administrator:

I, [redacted] am a current owner of the property located at:

[redacted]

Pursuant to Item 16 of the Court-authorized Settlement Notice, I personally request to be excluded from the Settlement Class in Behar v. Northrop Grumman Corporation, et al., Case No. 2:21-cv-03946-HDV-SK.

My contact information is:

Mailing address:

[redacted]

Telephone number: [redacted]

Please record my individual request for exclusion from the Settlement Class.

Sincerely,

[redacted]

[redacted]
Signature

Date signed: 09/16/2026

Case 2:24-cv-01646-HDV-SK Document 435-10 Filed 10/13/26 Page ID #:20213

[redacted]

Retail

SANTA CLARITA

53217

RDC 99

U.S. POSTAGE PAID
FCM LETTER
WINNETKA, CA 91306
SEP 16, 2026

$11.02

S2324H500687-7

Behar v. Northrop Grumman Class Administrator
C/o A.B. Data Ltd.
Exclusions
P.O. Box 173001
Milwaukee, WI 53217

RETURN RECEIPT REQUESTED

53217-801201

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

9589 0710 5270 4675 8850 44

Exclusion 5

Postmarked: September 16, 2026

September 16, 2026

Behar v. Northrop Grumman Class Administrator
c/o A.B. Data, Ltd.
EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217

Re: Request for Exclusion from Settlement Class
Behar v. Northrop Grumman Corporation, et al.
Case No. 2:21-cv-03946-HDV-SK

Dear Class Administrator:

I, [redacted], am a current owner of the property located at:

[redacted]

Pursuant to Item 16 of the Court-authorized Settlement Notice, I personally request to be excluded from the Settlement Class in Behar v. Northrop Grumman Corporation, et al., Case No. 2:21-cv-03946-HDV-SK.

My contact information is:

Mailing address:
[redacted]

Telephone number: [redacted]

Please record my individual request for exclusion from the Settlement Class.

Sincerely,

[redacted]

Date signed: 9-16-26

[redacted]

Retail

SANTA CLARITA

53217

U.S. POSTAGE PAID
FCM LETTER
WINNETKA, CA 91306
SEP 16, 2026

$11.02

RDC 99

S2324H500687-7

Behar v. Northrop Grumman Class Administrator
C/O A.B. Data Ltd.
Exclusions
P.O. Box 173001
Milwaukee, WI 53217

RETURN RECEIPT REQUESTED

53217-801201

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

9589 0710 5270 4675 8850 44

Exclusion 6

Postmarked: September 21, 2026

September 20, 2026

To Whom It May Concern,

RE: Exclude from Settlement Class

I request to be excluded from the Settlement Class in Behar v. Northrop Grumman Corporation, et al., Case No. 2:21-cv-03946-HDV-SK.

My name: [redacted]

Address: [redacted]

Phone #: [redacted]

Property Address: [redacted]

Sincerely,

[redacted]

[redacted]

Retail

S
2

U.S. POSTAGE PAID
FCM LETTER
WOODLAND HILLS
CA 91367
SEP 21, 2026

53217

$0.82

RDC 99

S2322T501377-90

Behar v. Northrop Grumman Class administrator
c/o A. B. Data, LTD
Exclusions
P.O. Box 173001
Milwaukee, WI 53217

53217-801201

Case 2:21-cv-03946-HDV-SK Document 435-10 Filed 10/13/26 Page 19 of 23 Page ID #:20219

Exclusion 7

Postmarked: September 23, 2026

REQUEST FOR EXCLUSION FROM THE SETTLEMENT

Behar v. Northrop Grumman Corporation, et al.
Case No. 2:21-cv-03946-HDV-SK

To the Settlement Administrator:

I hereby request to be excluded from the Settlement Class and the Settlement
Agreement in the above-referenced action.

My information is as follows:

Full Name: [redacted]
Mailing Address: [redacted]
Telephone Number: [redacted]
Address of Property Owned in the Area Covered by the Class Action:
[redacted]

I understand that by requesting exclusion, I will not receive any payment from the Settlement Agreement and will not be bound by the Settlement Agreement or the released claims, subject to the terms of the Settlement Agreement and applicable law.

I request that I be excluded from the Settlement Class.

Signature: [redacted]

Printed Name: [redacted]

Date: 9-22-2026

CERTIFIED MAIL
9589 0710 5270 4230 8833 17
Retail
RDC 99
53217
Belva V. Northrop Grumman class
Administrator
c/o A.B. Data, Ltd.
EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217-8001

POSTAGE PAID
LETTER
OGA PARK, CA 91304
23, 2023
2S5D1578-40

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE