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26 *GRUMMAN CORPORATION and*
27 *NORTHROP GRUMMAN SYSTEMS*
28 *CORPORATION*

**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

**FIRST AMENDMENT TO CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

**FIRST AMENDMENT TO CLASS ACTION
SETTLEMENT AGREEMENT AND RELEASE**

This First Amendment to Class Action Settlement Agreement and Release (“First Amendment”) is entered into by and among Plaintiffs Alisa Behar and Jed Behar (“Plaintiffs”), individually and on behalf of the Settlement Class, and Defendants Northrop Grumman Corporation and Northrop Grumman Systems Corporation (“Defendants”), by and through their respective counsel, Class Counsel and Defense Counsel (as defined in the Settlement Agreement).

RECITALS

A. On April 2, 2026, the Parties, Class Counsel, and Defense Counsel executed the Class Action Settlement Agreement and Release in the above-captioned Action (the “Settlement Agreement”).

B. Section 7.5(b) of the Settlement Agreement provides that the Settlement Agreement “may be amended or modified only by a written instrument signed by Class Counsel and Plaintiffs, as well as Defense Counsel and Defendants.”

C. The Parties desire to amend Section 5.d. of the Settlement Agreement as set forth below.

D. All capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Section 5.d.** The following two sentences are hereby added at the end of Section 5.d. of the Settlement Agreement:

“Settlement Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities

1 relating to the issues raised in this Settlement Agreement. Nothing in the preceding
2 sentence, however, shall alter or limit the Released Claims or the obligations of
3 Settlement Class Members pursuant to this Settlement Agreement.”

4 **2. Full Force and Effect.** Except as expressly modified by this First Amendment,
5 the Settlement Agreement shall remain in full force and effect in accordance with its terms.

6 **3. Binding Nature.** This First Amendment shall be binding upon, and inure to the
7 benefit of, the Parties, the Settlement Class Members, and the Released Parties, and their
8 respective successors and assigns, to the same extent and on the same terms as the
9 Settlement Agreement.

10 **4. Counterparts.** This First Amendment may be executed in one or more
11 counterparts, which may be filed with the Court. All executed counterparts, and each of
12 them, shall be deemed to be one and the same instrument. All executed copies of this First
13 Amendment and photocopies thereof (including e-mailed copies of the signature pages)
14 shall have the same force and effect and shall be as legally binding and enforceable as the
15 original.

16 **5. Governing Law.** This First Amendment shall be governed by and interpreted
17 according to the laws of the State of California, without respect to choice-of-law rules of
18 any state, consistent with Section 7.9(a) of the Settlement Agreement.

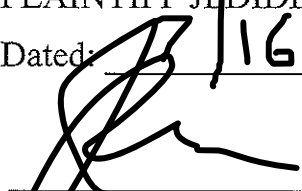
19 **6. Joint Drafting.** This First Amendment has been drafted jointly by Class Counsel
20 and Defense Counsel and, therefore, in any construction or interpretation of this First
21 Amendment, the same shall not be construed against any of the Parties.

22
23 [SIGNATURE PAGES FOLLOW]

24 READ CAREFULLY BEFORE SIGNING
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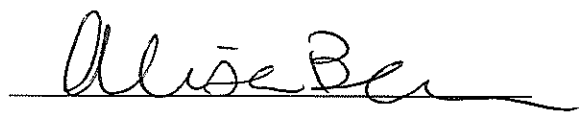
1 PLAINTIFF JEDIDIAH BEHAR

2 Dated: 7/16, 2026

3
4 
5 Jedidiah Behar, Plaintiff

6
7 PLAINTIFF ALISA BEHAR

8 Dated: 7/14, 2026

9
10 
11 Alisa Behar, Plaintiff

12
13 NORTHROP GRUMMAN CORPORATION AND
14 NORTHROP GRUMMAN SYSTEMS
15 CORPORATION (DEFENDANTS)

16
17 Dated: _____, 2026

18
19 _____
20 Erica Lai, Corporate Counsel to Northrop Grumman
21 Systems Corporation on behalf of the Defendants

1 PLAINTIFF JEDIDIAH BEHAR

2 Dated: _____, 2026

3
4 _____
5 Jedidiah Behar, Plaintiff

6
7 PLAINTIFF ALISA BEHAR

8 Dated: _____, 2026

9
10 _____
11 Alisa Behar, Plaintiff

12
13 NORTHROP GRUMMAN CORPORATION AND
14 NORTHROP GRUMMAN SYSTEMS
15 CORPORATION (DEFENDANTS)

16
17 Dated: July 16, 2026

18
19 /s/ Erica Lai

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

1 APPROVED AS TO FORM ONLY:

2
3 GIBSON, DUNN & CRUTCHER

4 Dated: July 16, 2026

5
6 /s/ Abbey Hudson

7 Abbey Hudson

8 Attorneys for Defendants Northrop Grumman

9 Corporation and Northrop Grumman Systems

10 Corporation

11
12 NIDEL & NACE, P.L.L.C.

13 Dated: July 16, 2026

14
15 /s/ Christopher T. Nidel

16 Christopher T. Nidel

17 Attorneys for Plaintiffs and the Class

18
19 THE LANIER LAW FIRM, P.C.

20 Dated: July 16, 2026

21
22 /s/ Ryan D. Ellis

23 Ryan D. Ellis

24 Attorneys for Plaintiffs and the Class