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Attorneys for Defendants NORTHROP GRUMMAN CORPORATION and NORTHROP GRUMMAN SYSTEMS CORPORATION

IN THE UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

JED and ALISA BEHAR,

Plaintiffs,

v.

NORTHROP GRUMMAN CORPORATION and NORTHROP GRUMMAN SYSTEMS CORPORATION,

Defendants.

CASE NO. 2:21-cv-03946-HDV-SK

DEFENDANTS' STATEMENT IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL SETTLEMENT APPROVAL

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

Defendants Northrop Grumman Corporation and Northrop Grumman Systems Corporation submit this statement in support of Plaintiffs' Motion for Final Settlement Approval. Northrop Grumman supports Plaintiffs' request for final approval of the proposed class settlement because the settlement is fair, reasonable, and adequate. Northrop Grumman filed a statement in support of Plaintiffs' Motion for Preliminary Settlement Approval, *see* Dkt. 414, and its position remains unchanged.

Northrop Grumman submits this separate statement in support of final settlement approval to clarify the additional risks to Plaintiffs and the class of continued litigation—a key factor in evaluating whether to approve a class settlement. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) ("Assessing a settlement proposal requires the district court to balance a number of factors" including "risk").

1. Plaintiffs and the class faced significant risks if the trial continued. Northrop Grumman denies Plaintiffs' allegations and has a strong basis for doing so. As to liability, Northrop Grumman contends that Plaintiffs have no evidence that any contamination from 8020 Deering Avenue ever reached any home in the Class Area; that the only indoor air and soil vapor testing conducted at any class member's property during discovery was Northrop Grumman's testing of Plaintiffs' home, which found no TCE in the soil vapors beneath the home and indoor-air TCE concentrations consistent with ambient outdoor background levels and well below regulatory screening levels; that Northrop Grumman voluntarily investigated and remediated groundwater, soil, and soil vapor contamination under the direction of state regulators; that state regulators determined that no home required mitigation; and that Northrop Grumman distributed over 13,000 Fact Sheets detailing contamination and cleanup throughout the Class Area between 2015 and 2017, putting the class on notice of their claims. Dkt. 414 at 3–4. As to causation, Northrop Grumman contends that there are numerous alternative sources of TCE and PCE in the Class Area. *Id.* at 5. And as to damages, Northrop Grumman maintains that there is no evidence of any loss of property value in the Class Area or evidence of a need for mitigation measures at any home in the Class Area. *Id.* at 6. Northrop Grumman also successfully limited the testimony of one of Plaintiffs' key experts, Dr. Mark Kram, which reduced Plaintiffs' chances of being able to prove their case at trial. *See* Dkt. 323 at 8.

2. There were additional risks on any post-judgment appeal. Northrop Grumman's motion for summary judgment raised issues of unsettled law, and some recent cases suggest that the Court's denial of Northrop Grumman's motion for summary judgment could have been reversed on appeal. For example, the Ninth Circuit recently held in *Navarro v. Exxon Mobil Corp.*, 2025 WL 2233315 (9th Cir. Aug. 5, 2025), that exceedance of non-binding screening levels does not constitute "substantial harm" for purposes of a nuisance claim. *Id.* at *2. A decision premised on the same principles in this case would have foreclosed Plaintiffs' claims entirely. Northrop Grumman's opposition to Plaintiffs' motion for class certification and its motion to decertify the classes also presented appellate issues regarding whether scientific evidence of property-specific conditions affecting contamination risk—including the presence of a clean water lens severing the vapor-intrusion pathway at certain homes, variability in soil composition, and alternative contamination sources throughout the Class Area—defeated predominance and required property-by-property mini-trials. The decertification motion also raised Seventh Amendment concerns, including that the use of a post-trial administrative process to resolve statute-of-limitations issues would have violated Northrop Grumman's right to a jury trial. Moreover, the individualized issues of statute of limitations, causation, and damages could not be resolved in a classwide proceeding without violating Northrop Grumman's right to a single jury trial on overlapping factual issues. Had the jury returned a verdict for Plaintiffs, these issues would have presented a meaningful risk of reversal or vacatur on appeal—which could have resulted in the class's loss of its certified status, the entry of judgment in Northrop Grumman's favor, or the need for a new trial, with any actual payment to class members delayed for years or never happening at all. The proposed settlement eliminates these risks.

3. Finally, Northrop Grumman intends to oppose Plaintiffs' application for attorney's fees and costs. Northrop Grumman's reservation of its right to oppose Plaintiffs' application for attorney's fees and costs has been made clear in the Settlement Agreement itself, Dkt. 408-1 at 13, Plaintiffs' preliminary approval motion, Dkt. 408 at 19, 21, Northrop Grumman's statement in support of preliminary approval, Dkt. 414 at 9, and now Plaintiffs' final approval motion, Dkt. 435 at 25.

DATED: October 19, 2026

GIBSON, DUNN & CRUTCHER LLP

By: */s/ Abbey Hudson*
Abbey Hudson

Attorney for Defendants NORTHROP GRUMMAN CORPORATION and NORTHROP GRUMMAN SYSTEMS CORPORATION

CERTIFICATE OF SERVICE

I, Abbey Hudson, an attorney, hereby certify that **DEFENDANTS' STATEMENT IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL SETTLEMENT APPROVAL** was served to counsel for the Plaintiffs through the Court's ECF/CM system on October 19, 2026.

By: */s/ Abbey Hudson*
Abbey Hudson

Attorney for Defendants

CERTIFICATE OF COMPLIANCE

The undersigned counsel of record for Defendants certifies that this brief contains fewer than 25 pages and complies with the type restrictions set by Court order dated July 26, 2023, Dkt. 100.

Dated: October 19, 2026

Gibson, Dunn & Crutcher LLP

By: */s/ Abbey Hudson*
Abbey Hudson

Attorney for Defendants