UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

JUDY TURNER, individually, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

NORTHROP GRUMMAN CORPORATION, a Delaware corporation; NORTHROP GRUMMAN SYSTEMS CORPORATION, a Delaware corporation,

Defendants.

Case No. 2:23-cv-03756 PA (PDx)

Assigned for all purposes to Hon. Percy Anderson, Courtroom 9A

[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND JUDGMENT

Date: May 19, 2025
Time: 1:30 p.m.
Ctrm: 9A

[PROPOSED] ORDER

The Court, having considered the Plaintiff's Motion for Approval of PAGA Settlement pursuant to California's Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement," attached as Exhibit 1 to the Declaration of John G. Yslas), the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this PAGA Action and over all Parties to the Action.

2. This Order incorporates the Settlement Agreement agreed to between Plaintiff, on behalf of herself, the State of California, and Aggrieved Employees, on the one hand, and Defendant Northrop Grumman Corporation and Northrop Grumman Systems Corporation ("Defendants"), on their own behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. Aggrieved Employees includes all persons who worked for Defendants in California as an employee at any time during the period beginning February 28, 2022 to March 20, 2024.

4. The Court hereby finds that Plaintiff notified the Labor & Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code section 2699(s). The Court has received no objection from the LWDA regarding the Settlement.

5. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

6. Defendants will not be required to pay any additional amounts in connection with the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement Agreement and this Order, which shall not exceed $115,000.00.

7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law Firm, PLC, in the total amount of $38,333.33. The Court also awards a PAGA Counsel Litigation Expenses Payment in the total amount of $18,466.60 (requested up to $25,000.00). The PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

8. The Court awards a PAGA Representative Service Payment to Plaintiff Judy Turner for her services in the amount of $5,000.00 to be paid from the Gross Settlement Amount. Plaintiff submitted a declaration detailing the ways in which she assisted PAGA Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the stated purpose of PAGA.

9. The Court appoints Phoenix Class Action Administration Solutions to serve as the Settlement Administrator. The Court concludes that the Administration

Expenses Payment in the amount of $11,500.00 is reasonable and necessary to administer the Settlement and shall be paid from the Gross Settlement Amount.

10. The Net Settlement Amount of $41,700.07 shall be allocated as follows: 75% of the PAGA Settlement Amount, or $31,275.05, will be paid to the LWDA, and the remaining 25%, or $10,425.02, will be paid to all Aggrieved Employees pursuant to the calculation set forth in the Settlement Agreement for calculating Individual PAGA Payments.

11. The Court directs that the Administrator send the Notice, attached as Exhibit A to the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to be disseminated pursuant to the Settlement.

12. Upon the Effective Date, the terms of the Settlement Agreement, and this Order and Judgment, shall be binding on the Parties. Plaintiff and the Aggrieved Employees shall be bound by the releases set forth in the Settlement Agreement. Specifically:

a. Upon the Effective Date and contingent upon payment of the Gross Settlement Amount, Plaintiff will be deemed to have provided a general release to the Released Parties.

b. Upon the Effective Date and contingent upon payment of the Gross Settlement Amount, Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Action, and the PAGA Notice and ascertained in the course of the PAGA Action and Wage and Hour Arbitration, more specifically for claims for PAGA civil penalties for (1) Failure to Timely Pay Final Wages at Termination; and (2) Failure to Provide Accurate Itemized Wage

Statements. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any non-PAGA individual claims by virtue of this Agreement. Plaintiff, on behalf of herself and all PAGA Settlement Group Members, and as proxy of the State of California, hereby releases, waives and forever discharges the Released Parties from the Released Claims. Upon entry of the Court's order, Plaintiff, all Aggrieved Employees, and the State of California, will be bound by the Court's order and will be forever barred from pursuing any of the Released Claims against any of the Released Parties.

13. Without affecting the finality of this order and entry of judgment, the Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California Code of Civil Procedure section 664.6.

14. Nothing in this Order or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and entry of judgement simply represent a compromise of disputed allegations.

15. Upon completion of the Settlement, the Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court on or before _____, 2025 (suggested 16 days prior to compliance hearing). The Court sets a final accounting hearing to assess compliance with this Order and the Settlement Agreement for _____ (proposed December 12, 2025) at _____ a.m./p.m.

16. The entire Action will be dismissed, with prejudice, at the final accounting hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order and the Settlement Agreement by that date.

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17. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 calendar days after the entry of this Order.

IT IS SO ORDERED, ADJUDGED AND DECREED.

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Hon. Percy Anderson