

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----	X	
UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	
	:	Civil No. 2:22-cv-2101
v.	:	
	:	(, J.)
NORTHROP GRUMMAN SYSTEMS	:	(, M.J.)
CORPORATION and NORTHROP GRUMMAN	:	
CORPORATION,	:	
Defendants.	:	
-----	X	

CONSENT JUDGMENT

TABLE OF CONTENTS

I.	BACKGROUND	1
II.	JURISDICTION	2
III.	PARTIES BOUND	2
IV.	DEFINITIONS.....	3
V.	STATEMENT OF PURPOSE	4
VI.	PAYMENT BY SETTLING DEFENDANTS	4
VII.	OBLIGATION TO PERFORM RESPONSE ACTIONS.....	5
VIII.	FAILURE TO COMPLY WITH CONSENT JUDGMENT	5
IX.	COVENANTS BY PLAINTIFF	6
X.	RESERVATION OF RIGHTS	7
XI.	COVENANTS BY SETTLING DEFENDANTS	8
XII.	EFFECT OF SETTLEMENT/CONTRIBUTION	9
XIII.	NOTICES AND SUBMISSIONS	10
XIV.	RETENTION OF JURISDICTION.....	11
XV.	INTEGRATION	11
XVI.	LOGGING AND OPPORTUNITY FOR PUBLIC COMMENT	11
XVII.	SIGNATORIES/SERVICE.....	12
XVIII.	FINAL JUDGMENT	12

I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the Department of Defense, including the U.S. Navy (hereafter “the Navy”), filed a complaint in this matter against Northrop Grumman Systems Corporation and Northrop Grumman Corporation, including their predecessors Grumman Aircraft Engineering Corporation, Grumman Corporation and Grumman Aerospace Corp. (the “Grumman Predecessors” and, collectively with Northrop Grumman Systems Corporation and Northrop Grumman Corporation, “Northrop Grumman” or “Settling Defendants”) alleging claims under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607 (“CERCLA”), seeking reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the Sites, as defined in Paragraph B below.

B. The Navy owned the approximately 105-acre former Naval Weapons Industrial Reserve Plant in Bethpage, New York (the “Naval Weapons Site”), and the Grumman Predecessors owned the approximately 500-acre former Northrop Grumman Bethpage Facility Site (“the Grumman Site”) and an 18-acre property, now the Town of Oyster Bay Bethpage Community Park (the “Operable Unit 3 Area”) (collectively, the “Sites”).

C. Beginning in the 1930s, the Grumman Predecessors and the Navy used the Sites for industrial and research purposes, including the manufacturing of aircraft for the United States during World War II and later, through the Cold War and until 1996; at some or all times between the 1930s and the present, Northrop Grumman and/or the Navy owned and/or operated various portions of the Sites.

D. The New York State Department of Environmental Conservation (“DEC”) has alleged that Northrop Grumman and the Navy, among others, are responsible parties under Section 107 of CERCLA, 42 U.S.C. § 9607, due to the release of hazardous substances to the soil at and groundwater under the Sites, and has listed the Naval Weapons Site and Grumman Site on the Registry of Inactive Hazardous Waste Disposal Sites in New York State.

E. DEC has alleged that groundwater allegedly contaminated by hazardous substances released at the Sites has migrated from the Sites, and has designated groundwater generally south of the Naval Weapons Site and the Grumman Site as Operable Unit 2, and remediation of groundwater south of the Operable Unit 3 Area as part of Operable Unit 3. The contaminated groundwater downgradient of the Sites consists of multiple plumes (the “Plumes”).

F. In response to the release or threatened release of hazardous substances at or from the Sites, the Navy and Northrop Grumman both undertook response actions at the Sites pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, to address contamination at the Sites and in the Plumes, and will undertake additional response actions in the future. For its response actions, the Navy has acted as lead cleanup authority pursuant to delegations of authority under Presidential Executive Order 12580 (Jan. 23, 1987), as amended, and pursuant to its Environmental Restoration Program established under the Defense Environmental Restoration Program Act of 1986, 10 U.S.C. § 2701 *et seq.*

G. In performing response activities at the Sites, Northrop Grumman and the United States both have incurred response costs, as that term is defined under Section 107(a)(4) of CERCLA, 42 U.S.C. § 9607(a)(4), and will incur additional response costs in the future.

H. The Parties have disputed their respective responsibilities to address contamination at the Sites and in the Plumes, including response actions previously undertaken or committed to by both Parties and future response actions with regard to the Plumes sought by DEC in its December 2019 Amended Record of Decision (“AROD”), as well as their respective liabilities under applicable law and agreements between the Parties.

I. Northrop Grumman has negotiated with DEC and the State of New York a proposed Consent Decree that would, *inter alia*, address its liabilities to the State with respect to contamination at the Sites and in the Plumes, including natural resources damages (as defined in CERCLA, 42 U.S.C. § 9601(6), (16)).

J. The Navy and DEC agreed that the Navy will perform work pursuant to an “Explanation of Significant Differences,” a draft of which the Navy released for public comment on March 3, 2021 (the “Navy ESD”), and which was issued by the Navy on September 20, 2021.

K. To fully and finally resolve all Claims between the Navy and Northrop Grumman that have been and could now or hereafter be asserted by the Parties against each other with regard to the Sites and/or the Plumes without the necessity or further expense of prolonged and complex litigation, Settling Defendants have entered into this consent judgment (“Consent Judgment”), and by doing so does not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

L. The Parties agree, and this Court by entering this Consent Judgment finds, that this Consent Judgment has been negotiated between the Parties in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Judgment is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9606, 9607, and 9613(b) and also has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Judgment and the underlying complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge entry or the terms of this Consent Judgment or this Court’s jurisdiction to enter and enforce this Consent Judgment.

III. PARTIES BOUND

2. This Consent Judgment is binding upon the United States and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property,

shall in no way alter the status or responsibilities of Settling Defendants under this Consent Judgment.

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Judgment, terms used in this Consent Judgment that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Judgment or in any appendix attached hereto, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

“Claims” shall mean all claims, debts, demands, disputes, rights, actions, causes of action, claims for relief, agreements, suits, matters, liabilities, losses, damages of any kind, interest, attorneys’ fees, expert or consulting fees, indemnification, contribution and any and all other costs, expenses or liabilities whatsoever, whether based on federal, state, local, statutory or common law, or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown, at law or in equity, matured or unmatured, in contract, statutory, tort or otherwise, whether class, individual, derivative or otherwise in nature, including but not limited to claims for injunctive relief, costs of response, and/or claims by the State of New York for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments pursuant to CERCLA, 42 U.S.C. § 9607(a). Notwithstanding the foregoing, Claims shall not include claims relating to the cost accounting treatment under government contracts of costs incurred by Northrop Grumman arising from or relating to the Sites.

“Day” or “day” shall mean a calendar day. In computing any period under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“DOJ” shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

“Effective Date” shall mean the date upon which the approval of this Consent Judgment is recorded on the Court’s docket.

“The Navy” shall mean the U.S. Navy and its successor departments, agencies, or instrumentalities.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Paragraph” shall mean a portion of this Consent Judgment identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean the United States and the Settling Defendants.

“Plaintiff” shall mean the United States.

“Section” shall mean a portion of this Consent Judgment identified by a Roman numeral.

“Settling Defendants” shall mean Northrop Grumman Systems Corporation, and Northrop Grumman Corporation, including their predecessors Grumman Aircraft Engineering Corporation, Grumman Corporation and Grumman Aerospace Corp.

“Sites” shall mean the approximately 105-acre former Naval Weapons Industrial Reserve Plant in Bethpage, New York (the “Naval Weapons Site”), the approximately 500-acre former Northrop Grumman Bethpage Facility Site (“the Grumman Site”), and an 18-acre property, now the Town of Oyster Bay Bethpage Community Park (the “Operable Unit 3 Area”).

“State” shall mean the State of New York.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including the Navy.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Judgment, the mutual objective of the Parties is to resolve their Claims against each other, including those under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, as provided in the Covenants and Reservations of Rights below, and for Settling Defendants to make a cash payment.

VI. PAYMENT BY SETTLING DEFENDANTS

5. Settling Defendants shall pay to the United States the principal amount of \$35,000,000 within sixty (60) days of the Effective Date, and if timely paid, shall include no Interest. Northrop Grumman agrees that the settlement payment of \$35,000,000 shall not be treated as an allowable cost under government contracts and shall not seek reimbursement of any portion of the settlement payment from the United States.

6. Settling Defendants shall make payments, as specified in Paragraph 7 at <https://www.pay.gov> to the U.S. Department of Justice account, in accordance with instructions provided by the Financial Litigation Unit (“FLU”) of the U.S. Attorney’s Office for the Eastern District of New York after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which shall be used to identify all payments required to be made in accordance with this

Consent Judgment. The FLU will provide the payment instructions to the following on behalf of the Settling Defendants:

Ken Reiss, Esq.
Corporate Director and Assistant General Counsel –
Northrop Grumman Corporation
2980 Fairview Park Drive
Falls Church, VA 22042-4511
ken.reiss@ngc.com

Settling Defendants may change the individual to receive payment instructions on their behalf by providing written notice to DOJ and the Navy of such change in accordance with Section XIII (Notices and Submissions).

7. **Deposit of Payment.** The total amount to be paid pursuant to Paragraph 5, shall be deposited in accordance with instructions to be provided to Settling Defendants pursuant to Paragraph 6, in two equal payments as follows: (1) for the Navy's response costs, Settling Defendants shall pay \$17,500,000 to the Environmental Restoration, Navy account (U.S. Department of the Treasury account 0810); and (2) Settling Defendants shall pay \$17,500,000 to the United States Department of the Treasury, with each payment referencing DOJ Case Number 90-11-3-10336.

8. **Notice of Payment.** At the time of payment, Settling Defendants shall send notice that payment has been made (a) to the Navy and in accordance with Section XIII, (b) to DOJ in accordance with Section XIII.

VII. OBLIGATION TO PERFORM RESPONSE ACTIONS

9. Northrop Grumman and the United States shall each continue with their respective commitments to take response actions to address the Sites and the Plumes, including the actions the Parties are taking and will take, as follows: (1) Northrop Grumman is implementing the DEC's Operable Unit 3 Record of Decision issued in March 2013; the DEC OU3 Order on Consent, effective June 2, 2014; the DEC OU2 Order on Consent, effective May 1, 2015; and the AROD to the extent detailed in the Consent Decree; (2) the Navy is implementing its Operable Unit 2 Record of Decision issued in April 2003, and the Navy ESD issued in September 2021.

10. The Parties shall coordinate and cooperate with each other in implementing their respective response actions to address the Sites and the Plumes to reasonably seek to avoid adversely affecting the effectiveness of those response actions; such coordination and cooperation shall include the sharing of data and studies related to the Sites where possible and without waiving rights to the extent information is privileged or protected by applicable confidentiality agreements.

VIII. FAILURE TO COMPLY WITH CONSENT JUDGMENT

11. **Interest on Late Payments.** If Settling Defendants fail to make the payment under Paragraph 5 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

12. **Stipulated Penalty**

- (a) If any amounts due to the United States under Paragraph 5 are not paid by the required dates, Settling Defendants shall be in violation of this Consent Judgment and shall pay to the United States, as a stipulated penalty, in addition to the Interest required by Paragraph 11, \$2,500 per day that such payment is late.
- (b) Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by the United States. Settling Defendants shall make all payments at <https://www.pay.gov> in accordance with the procedures under Paragraph 6 and send notice of this payment in accordance with Paragraph 8 (Notice of Payment). Settling Defendants shall indicate in the comment field on the <https://www.pay.gov> payment form that the payment is for stipulated penalties.
- (c) Penalties shall accrue as provided in this Paragraph regardless of whether the United States has notified Settling Defendants of the violation or made a demand for payment but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due, and shall continue to accrue through the date of payment.

13. If the United States brings an action to enforce this Consent Judgment, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

14. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Judgment.

15. In the event of the insolvency of Settling Defendants or the failure by Settling Defendants to make the payments required under this Consent Judgment, the remaining Settling Defendants shall be responsible for such payments.

16. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Judgment. Payment of stipulated penalties shall not excuse Settling Defendants from performance of any other requirements of this Consent Judgment.

IX. COVENANTS BY PLAINTIFF

17. Except as specifically provided in Section X (Reservation of Rights), and to enforce this Consent Judgment, the United States releases and covenants not to sue or to take administrative action against Settling Defendants with respect to all Claims arising from or relating to the Sites or the Plumes, including Claims for response costs and contribution under CERCLA, and for contribution or damages under other federal or state statutory or common law provisions. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Defendants of their obligations

under this Consent Judgment. These covenants extend only to Settling Defendants and do not extend to any other person.

18. These covenants shall not apply in the event that the Settling Defendants bring a cause of action pursuant to any of the reservations set forth in Section X (Reservations of Rights), but only to the extent that the United States' claims arise from the same response action or response costs that the Settling Defendants are seeking pursuant to the applicable reservation.

X. RESERVATION OF RIGHTS

19. The United States reserves, and this Consent Judgment is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within Section IX (Covenants by Plaintiff). Notwithstanding any other provision of this Consent Judgment, the United States reserves all rights against Settling Defendants with respect to:

- (a) failure to meet a requirement of this settlement;
- (b) criminal liability;
- (c) liability based on the ownership or operation of the Sites when such ownership or operation commences after signature of this Agreement;
- (d) liability based on transportation, treatment, storage or disposal, or arrangement for transportation, treatment, storage or disposal of a hazardous substances or a solid waste at or in connection with the Sites other than as part of the Parties' performance of their obligations under Paragraph 9 after signature of this Agreement;
- (e) liability arising from the past, present or future disposal, release, or threat of release of a hazardous substances, pollutant, or contaminant not arising from or related to the Plumes or Sites;
- (f) any civil, criminal or administrative claims, rights, or defenses arising under Title 26 of the United States Code (the Internal Revenue Code);
- (g) any claims, rights, or defenses arising under subchapter III of chapter 37 of Title 31 of the United States Code (False Claims Act), 31 U.S.C. §§ 3801-12 (Administrative Remedies for False Claims and Statements), or any common law cause of action for fraud;
- (h) federal claims for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- (i) any claims for violation of antitrust law; and/or any additional penalties or damages recoverable in a civil action that the United States or its agencies or components may seek based on Northrop Grumman's acts or omissions, other than those expressly included within the United States' covenant not to sue in Paragraph 17;

- (j) liability for costs incurred or to be incurred by the U.S. Environmental Protection Agency regarding the Sites; and
- (k) information gathering, records and property access relative to Settling Defendants, including pursuant to CERCLA Section 104(e).

20. Settling Defendants reserve, and this Consent Judgment is without prejudice to, all rights against the United States with respect to all matters not expressly included within Section XI (Covenants by Settling Defendants). Notwithstanding any other provision of this Consent Judgment, the Settling Defendants reserve all rights against the United States with respect to:

- (a) failure to meet a requirement of this settlement;
- (b) liability based on the ownership or operation of the Sites when such ownership or operation commences after signature of this Agreement;
- (c) liability based on transportation, treatment, storage or disposal, or arrangement for transportation, treatment, storage or disposal of a hazardous substances or a solid waste at or in connection with the Sites other than as part of the Parties' performance of their obligations under Paragraph 9 after signature of this Agreement;
- (d) liability arising from the past, present or future disposal, release, or threat of release of a hazardous substances, pollutant, or contaminant not arising from or related to the Plumes or Sites; and
- (e) information gathering, records and property access relative to the Navy.

21. In any pending or future third party litigation against the United States and/or Northrop Grumman arising from or related to the Sites or Plumes, including if New York State brings a lawsuit against the United States or Northrop Grumman requiring one to take response actions the other is obligated to perform under Paragraph 9, the Parties reserve all rights to assert claims against each other that relate to the subject matter and alleged liability in the complaint in such lawsuit, including claims based on the source of the alleged contamination and the Parties' asserted responsibility for such source(s), with both sides reserving all rights and defenses to any such claims; provided that the obligations to perform response actions between the United States and Northrop Grumman referenced in Paragraph 9 are not affected by the results of any such litigation.

XI. COVENANTS BY SETTLING DEFENDANTS

22. Except as specifically provided in Section X (Reservation of Rights), and to enforce this Consent Judgment, Settling Defendants release, and covenant not to sue the United States with respect to all Claims arising from or relating to the Sites or the Plumes, including Claims for response Costs and contribution under CERCLA and contribution or damages under other federal or state statutory or common law provisions. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by the United States of its obligations under this Consent Judgment. These covenants extend only to United States and do not extend to any other person.

23. These covenants shall not apply in the event that the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section X (Reservations of Rights), but only to the extent that Settling Defendants' claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

24. Nothing in this Consent Judgment shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

XII. EFFECT OF SETTLEMENT/CONTRIBUTION

25. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Judgment. Each of the Parties expressly reserves any and all rights (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence arising from or relating to the Sites or Plumes against any person not a Party hereto. Nothing in this Consent Judgment diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons not a party hereto to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

26. The Parties agree, and by entering this Consent Judgment this Court finds, that this settlement constitutes a judicially-approved settlement pursuant to which Settling Defendants have, as of the Effective Date, resolved their liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, and including from each Party to the other for the "matters addressed" in this Consent Judgment. The "matters addressed" in this Consent Judgment are all response actions taken or to be taken and all response costs incurred or to be incurred at or in connection with the Sites and the Plumes by the United States, Settling Defendants, or any other person; provided, however, that if the United States exercises rights under the reservations in Section X (Reservations of Rights by United States), the "matters addressed" in this Consent Judgment will no longer include those response costs or response actions that are within the scope of the exercised reservation.

27. The Parties further agree, and by entering this Consent Judgment this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Judgment constitutes a judicially-approved settlement pursuant to which Settling Defendants have, as of the Effective Date, resolved their liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

28. The Parties further contend, and by entering this Consent Judgment this Court finds that this Consent Judgment has been negotiated by the Parties in good faith, and implementation of this Consent Judgment will avoid prolonged and complicated litigation between the Parties, and that this Consent Judgment is fair, reasonable, and in the public interest.

29. Settling Defendants shall, with respect to any suit or claim brought by any of them for matters related to this Consent Judgment, notify the Navy and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendants also shall, with respect to any suit or claim brought against any of them for matters related to this Consent Judgment, notify the Navy and DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, Settling Defendants shall notify the Navy and DOJ within 10 days after service or receipt of any motion for summary judgment and within 10 days after receipt of any order from a court setting a case for trial for matters related to this Consent Judgment.

XIII. NOTICES AND SUBMISSIONS

30. Whenever, under the terms of this Consent Judgment, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Judgment regarding such Party.

As to DOJ by email: eescasemanagement.enrd@usdoj.gov
matthew.silverman@usdoj.gov

As to DOJ by regular mail: EES Case Management Unit
U.S. Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-3-10336

Matthew Silverman
Chief, Environmental Litigation
Civil Division
U.S. Attorney's Office, E.D.N.Y.
271 Cadman Plaza East
Brooklyn, NY 11201
Attn.: AUSA

As to the Navy: Navy remedial project/program
Attention: Scott Sokolowski
Remedial Project Manager
NAVFAC MIDLANT
9742 Maryland Avenue
Norfolk, VA 23511-3015

Department of Navy, Office of General Counsel
Naval Litigation Office
(Attention: Richard L. Green, or successor)
Assistant Director for Affirmative Environmental Claims
720 Kennon Street SE
Bldg. 36, Rm. 233
Washington Navy Yard, D.C. 20374-5013

As to Setting Defendants:

Ken Reiss, Esq.
Corporate Director and Assistant General Counsel –
Northrop Grumman Corporation
2980 Fairview Park Drive
Falls Church, VA 22042-4511
ken.reiss@ngc.com

Grant J. Esposito
Morrison & Foerster LLP
250 W. 55th St.
New York, NY 10019
gesposito@mofocom

XIV. RETENTION OF JURISDICTION

31. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Judgment.

XV. INTEGRATION

32. This Consent Judgment constitutes the final, complete, and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Consent Judgment.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

33. This Consent Judgment shall be lodged with the Court for a period of at least 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Judgment disclose facts or considerations that indicate that this Consent Judgment is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Judgment without further notice.

34. If for any reason this Court should decline to approve this Consent Judgment in the form presented, this Consent Judgment is voidable at the sole discretion of any Party, and the terms of the Consent Judgment may not be used as evidence in any litigation between the Parties.

XVII. SIGNATORIES/SERVICE

35. Each undersigned representative of the Parties certifies that he or she is authorized to enter into the terms and conditions of this Consent Judgment and to execute and bind legally such Party to this document.

36. Settling Defendants agree not to oppose entry of this Consent Judgment by this Court or to challenge any provision of this Consent Judgment unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Judgment.

37. Settling Defendants shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on their behalf with respect to all matters arising under or relating to this Consent Judgment. Settling Defendants agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint or assert counterclaims in this action unless or until the Court expressly declines to enter this Consent Judgment.

XVIII. FINAL JUDGMENT

38. Upon entry of this Consent Judgment by the Court, this Consent Judgment shall constitute the final judgment between the United States and Settling Defendants. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS __ DAY OF _____, 20__.

United States District Judge

FOR THE UNITED STATES OF AMERICA:

March 29, 2022

Todd Kim
Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division

Breon Peace
United States Attorney
Eastern District of New York
271 Cadman Plaza East
Brooklyn, NY 11201

By: Kathleen A Mahoney
Kathleen Mahoney
Matthew Silverman
Assistant United States Attorneys

**FOR THE UNITED STATES DEPARTMENT
OF THE NAVY:**

Karnig H Ohannessian

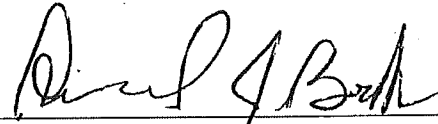
Digitally signed by
OHANNESSIAN.KARNIG.H.1268495122
Date: 2022.03.20 22:45:14 -04'00'

Karnig H. Ohannessian
Deputy Assistant Secretary of the Navy
(Environment)
U.S. Department of the Navy
1000 Navy Pentagon
Washington, DC 20350-1000

FOR NORTHROP GRUMMAN:

3/16/22

Dated



Name (print): Rich Boak

Title: VP, Financial Strategy & Planning and Mergers & Acquisitions

Address: 2980 Fairview Park Drive, Falls Church, VA 22042

Agent Authorized to Accept Service on Behalf of Above-signed Party:

CT Corporation Systems

4701 Cox Road

Suite 275

Glen Allen, VA 23060

Phone: 866 925 9916

Email: info@ctadvantage.com

After hours: 800 554 2092 (6pm – 12am EST)

AfterHoursTeam@wolterskluwer.com