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Northrop Grumman Space & Mission Systems
Corp.

2005 FEB 9 PM 1:13
U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,
ex rel., DR. NIRA SCHWARTZ,

Plaintiff,

vs.

TRW INC., an Ohio corporation,
and BOEING NORTH AMERICA,
INC., a Delaware corporation,

Defendants.

CASE NO. CV 96-3065 RSWL (RMCx)

**STIPULATION AND [REDACTED]
ORDER RE WAIVER OF COSTS,
POST-TRIAL MOTIONS, AND
APPEAL**

Trial: December 14, 2004
Ctrm: 21
Judge: Hon. Ronald S.W. Lew

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FEB - 9 2005
CENTRAL DISTRICT OF CALIFORNIA
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1 In consideration for the mutual waivers contained in this Stipulation,
2 Plaintiff Dr. Nira Schwartz ("Schwartz") and Northrop Grumman Space and
3 Mission Systems Corp., successor in interest to defendant TRW, Inc. ("TRW"),
4 hereby stipulate and agree as follows:

5 1. Schwartz hereby (a) waives and agrees not to file any post-trial
6 motions in *United States ex rel. Dr. Nira Schwartz v. TRW Inc. and Boeing North*
7 *America Inc.*, CV No. 96-3065 (the "Action"), including without limitation motions
8 for judgment notwithstanding the verdict, a new trial, and relief from judgment and
9 (b) waives and agrees not to file any appeals of any orders, verdicts, or judgments,
10 including the Order of Dismissal entered on March 26, 2003, and the Judgment
11 entered in the Action on January 13, 2005.

12 2. Provided that Schwartz complies with all of her obligations
13 under Paragraph One of this stipulation, (a) TRW will waive recovery of any costs
14 in the Action, including without limitation the costs in the amount of \$29,345.15
15 sought by TRW's "Application to the Clerk to Tax Costs" scheduled for February
16 10, 2005; and (b) TRW will not take any steps to collect the judgment for costs
17 after they have been determined, including but not limited to filing liens or
18 otherwise attempting to execute the Judgment.

19 3. The Judgment in this matter entered by the Court on January 13,
20 2005, becomes final and non-appealable upon the entry of this Stipulation and
21 Order.

22 4. Schwartz hereby acknowledges that she has read this Stipulation
23 and Order Re Waiver of Costs, Post-trial Motions, and Appeal (the "Stipulation and
24 Order"), that she has consulted with her counsel, that she knowingly and voluntarily
25 waives her rights as set forth in Paragraph One of this Stipulation and Order, and
26 that she agrees to the terms of this Stipulation and Order.
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5. TRW accepts and agrees to this Stipulation and Order through its authorized representative.

DATED: February 2, 2005

TRW INC., now known as NORTHROP GRUMMAN SPACE AND MISSION SYSTEMS CORP.

By: Allen C. Peters
ALLEN C. PETERS
Senior Corporate Counsel

DATED: February __, 2005

DR. NIRA SCHWARTZ

By: _____
Dr. NIRA SCHWARTZ

DATED: February __, 2005

GIRARDI & KEESE
LAW OFFICES OF DAVID W. AFFELD
SPIVEY & AINSWORTH, P.C.

By: _____
DAVID W. AFFELD
Attorneys for Plaintiff NIRA SCHWARTZ

[Signature on next page]

SCANNED

1 DATED: February_, 2005

MUNGER, TOLLES & OLSON LLP

2
3 By: Richard E. Drooyan

4 RICHARD E. DROOYAN

5 Attorneys for Defendant TRW INC.,
6 now known as NORTHROP GRUMMAN
7 SPACE AND MISSION SYSTEMS CORP.

8 *****

9 ORDER

10 The Court having considered the foregoing stipulation of the parties,
11 and good cause appearing, IT IS SO ORDERED.

12
13 DATED: 2-9-05

14 RONALD S.W. LEW
15 RONALD S.W. LEW

16 HON. RONALD S. W. LEW
17 United States District Court Judge
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1 **PROOF OF SERVICE**

2 I, the undersigned, declare: that I am employed in the aforesaid County. I
3 am over the age of 18 and not a party to the within entitled action. My business
4 address is Munger, Tolles & Olson LLP, 355 South Grand Avenue, Suite 3500,
5 Los Angeles, California 90071.

6 On February 8, 2005, I served upon the interested party(ies) in this action the
7 foregoing document(s) described as:

8 **STIPULATION AND [PROPOSED] ORDER RE WAIVER OF
9 COSTS, POST-TRIAL MOTIONS, AND APPEAL**

10 By placing _____ the original(s) true copy(ies) thereof enclosed in sealed
11 envelope(s) addressed to:

12 See attached Service List

13 **BY MAIL** I deposited such envelope(s) with postage thereon fully prepaid
14 in the United States mail at a facility regularly maintained by the United
15 States Postal Service at Los Angeles, California. I am "readily familiar" with
16 the firm's practice of collecting and processing correspondence for mailing.
17 Under the practice it would be deposited with the U.S. Postal Service on that
18 same day with postage thereon fully prepaid at Los Angeles, California in
19 the ordinary course of business. I am aware that on motion of the party
20 served, service is presumed invalid if postal cancellation date or postage
21 meter date is more than one day after date of deposit for mailing, pursuant to
22 this affidavit.

23 **BY E-MAIL** Pursuant to agreement of the parties, a pdf version of the
24 foregoing document(s) was served on the Law Offices of David W. Affeld
25 only.

26 **BY FACSIMILE** I caused the transmission of the foregoing document by
27 facsimile to the offices of the addressee(s), and such transmission was
28 reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California
that the above is true and correct, and that I am employed in the office of a member
of the Bar of this Court at whose direction the service was made.

Executed on February 8, 2005, at Los Angeles, California.

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SERVICE LIST

United State of America ex rel., Dr. Nira Schwartz v. TRW Inc., and Boeing North America, Inc., United States District Court, Central District of California
Case No. CV 96-3065 RSWL (RMCx)

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