

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES – GENERAL**

No.	2:18-cv-10219-ODW (Ex)	Date	May 17, 2022
Title	<i>Stephen H. Bafford et al. v. Northrop Grumman Corporation et al.</i>		

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Present: The Honorable	Otis D. Wright, II, United States District Judge
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Sheila English	Not reported	N/A
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Deputy Clerk	Court Reporter / Recorder	Tape No.
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Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:
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Not present	Not present
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**Proceedings (In Chambers):**

**ORDER STRIKING Fourth Amended Complaint  
[114]**

Having received and reviewed Plaintiff’s Fourth Amended Complaint, the Court strikes it for the following reasons.

The Court’s prior leave to amend was simple in scope. The Court provided permission to file a reduced pleading that narrowed the allegations solely to those related to failure to provide a triennial benefit statement or notice of how to obtain one. (Min. Order, ECF No. 113.) The Court expressly ordered that “[t]he Fourth Amended Complaint shall omit . . . all allegations related to the assertion that the statements Defendants sent Plaintiffs were inaccurate.” (*Id.* at 2.)

The Fourth Amended Complaint violates this Order. (*See* Fourth Am. Compl. ¶¶ 51–64.) Although Plaintiffs do not use the word “inaccurate,” they are still alleging that the Administrative Committee issued inaccurate estimates and that they relied on those estimates. (*See, e.g., id.* ¶ 64 (“[I]n deciding when to retire, and in making other financial decisions to plan for retirement, Plaintiffs relied on the promises of a monthly pension benefit in excess of \$2,000 for Mr. Bafford and in excess of \$1,700 for Ms. Wilson.”); *id.* ¶ 61 (referring to “mistake in the calculation”). As the Court previously explained, promises related to the specific amount of any given benefit or the possibility that a benefit was miscalculated have nothing to do with the sole remaining cause of action, which is about the Administrative Committee’s failure to provide *any written statement at all*. Yet, much of the Fourth Amended Complaint remains

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devoted to discussing the Administrative Committee’s calculation error, the overestimates and overpayments Plaintiffs, and the harm they suffered as a result.

These allegations go outside the scope of the leave to amend the Court previously granted. At this point, this case is not about miscalculation; it is about failure to provide a statement, regardless of what the numbers on the statement may be. If Plaintiffs want to expand the scope of their case beyond this, they must make a motion or other appropriate request. If Plaintiffs are not going to make such a request, then they must follow the Court’s instructions and eliminate from their pleading all allegations related to erroneous or mistaken benefit amounts.

The Fourth Amended Complaint is **STRICKEN**. (ECF No. 114.) Plaintiffs shall file an appropriately narrowed amended complaint or an appropriate motion or request no later than **fourteen (14) days** from the date of this Order. Failure to do so may lead to dismissal of the case for lack of prosecution.

**IT IS SO ORDERED.**

Initials of Preparer \_\_\_\_\_ : \_\_\_\_\_ 00  
SE \_\_\_\_\_