

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

STEVEN KNURR, Individually and on Behalf)	Civil Action No. 1:16-cv-01031-TSE-MSN
of All Others Similarly Situated,)	
Plaintiff,)	<u>CLASS ACTION</u>
vs.)	
ORBITAL ATK, INC., et al.,)	
Defendants.)	

SETTLEMENT AGREEMENT

This Settlement Agreement dated January 30, 2019 (the “Stipulation” or the “Settlement Agreement”) embodies a settlement (the “Settlement”) made and entered into by and among the following Settling Parties: (i) Lead Plaintiff Construction Laborers Pension Trust of Greater St. Louis (“Pension Trust” or “Lead Plaintiff”) and named plaintiff Wayne County Employees’ Retirement System (“Wayne County”) (collectively, “Plaintiffs”), on behalf of themselves and each of the members of the Class, as defined in ¶¶1.3-1.4, *infra*, on the one hand, and (ii) Defendants Orbital ATK, Inc. (“Orbital ATK”),¹ David W. Thompson (“D. Thompson”), Garrett E. Pierce, Blake E. Larson, Mark W. DeYoung, and Hollis M. Thompson (“H. Thompson”) (collectively, “Defendants”), on the other hand, by and through their counsel of record in the above-captioned consolidated litigation pending in the United States District Court for the Eastern District of Virginia (the “Action”). The Stipulation is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims,

¹ Now known as “Northrop Grumman Innovation Systems, Inc.”

upon and subject to the terms and conditions hereof and subject to the approval of the Court. Throughout this Stipulation, all capitalized terms used, but not immediately defined, have the meanings given to them in Section IV.1, *infra*.

I. THE LITIGATION

The Action is currently pending before the Honorable T.S. Ellis, III in the United States District Court for the Eastern District of Virginia (the “Court”) and is brought on behalf of a proposed class of: (i) all persons who held stock in Orbital Sciences Corporation (“Orbital Sciences”) as of December 16, 2014 and exchanged shares of Orbital Sciences stock for shares of Orbital ATK common stock on or around February 9, 2015 in connection with the merger between Alliant Techsystems Inc. (“Alliant”) and Orbital Sciences²; and/or (ii) all persons who purchased Orbital ATK common stock between May 28, 2015 and August 9, 2016, inclusive (the “Class Period”).

The initial complaint was filed on August 12, 2016. On November 10, 2016, the Court appointed Pension Trust as Lead Plaintiff and Robbins Geller Rudman & Dowd LLP as Lead Counsel. On April 24, 2017, Lead Plaintiff filed its Complaint for Violations of the Federal Securities Laws (“Complaint”), which added Wayne County as named plaintiff and alleged violations of §§10(b), 14(a) and 20(a) of the Securities Exchange Act of 1934. The named defendants in the Complaint were Orbital ATK, D. Thompson, Garrett E. Pierce, Blake E. Larson, and Mark W. DeYoung.

As to the §14(a) claim, the Complaint alleged that the Joint Proxy Statement issued by Alliant and Orbital Sciences and signed by Defendants D. Thompson, Pierce, and DeYoung on

² Orbital Sciences and Alliant merged on February 9, 2015 (the “Merger”), at which time Orbital Sciences shareholders were issued Alliant stock, and Alliant, the surviving entity, changed its name to Orbital ATK.

December 17, 2014, which was used to solicit shareholder approval of the Merger, contained materially false and misleading statements regarding, *inter alia*: (a) Alliant's historical financial results, (b) the performance of Alliant's \$2.3 billion Lake City Contract, and (c) Alliant's internal controls because the statements omitted to disclose, *inter alia*, that Alliant's financial results were materially misstated, that the Lake City Contract was operating at an approximately \$375 million loss, and that Alliant suffered material weaknesses in internal controls. The Complaint further stated that the alleged false and misleading statements caused Alliant to be overvalued and impacted the exchange ratio to the detriment of Orbital Sciences shareholders, depriving certain members of the Class of their right to a fully informed shareholder vote and inducing them to vote their shares and accept inadequate consideration.

As to the §10(b) claim, the Complaint alleged that during the Class Period, Defendants Orbital ATK, D. Thompson, Pierce, Larson, and DeYoung made false and misleading statements regarding, *inter alia*: (a) Orbital ATK's financial results, (b) the Lake City Contract's performance, and (c) Orbital ATK's internal controls because the statements omitted to disclose, *inter alia*, that Orbital ATK's financial results were materially misstated, that the Lake City Contract was operating at an approximately \$375 million loss, and that Orbital ATK suffered material weaknesses in internal controls. The Complaint further alleged that, as a result, Orbital ATK's stock price was artificially inflated, which allegedly resulted in substantial damage to members of the Class.

On May 30, 2017, Defendants filed a motion to dismiss the Complaint. On September 26, 2017, the Court issued two orders, one denying Defendants' motion to dismiss Lead Plaintiff's §14(a) claim and the other granting Defendants' motion to dismiss Lead Plaintiff's §10(b) claim without prejudice and with leave to amend.

On October 10, 2017, Lead Plaintiff filed an Amended Complaint for Violations of the Federal Securities Laws (“Amended Complaint”) adding H. Thompson as a defendant on the §10(b) claim and additional allegations supporting corporate scienter of Orbital ATK for the §10(b) claim. Defendants again moved to dismiss the §10(b) claim, and on March 2, 2018, the Court granted the motion to dismiss defendant H. Thompson but denied it as to Orbital ATK. On March 16, 2018, Defendants filed their answers denying liability and asserting defenses to the Amended Complaint.

After the commencement of discovery in the Action, the parties engaged the services of mediator Gregory P. Lindstrom of Phillips ADR, who has extensive experience mediating complex class action litigations such as this Action. The Settling Parties engaged in two all-day mediation sessions with Mr. Lindstrom; the first was held in June 2018 and the second was held in November 2018, after discovery was largely complete. Both mediations included the exchange of briefs setting forth the Settling Parties’ respective arguments concerning liability and damages, and the Settling Parties had substantial communications with the mediator regarding their respective views of the merits of the Action before, during, and after the mediations. At the conclusion of each mediation session, the Settling Parties did not reach an agreement. The Settling Parties continued to have numerous telephonic exchanges with Mr. Lindstrom regarding a potential resolution of the Action. On December 21, 2018, Mr. Lindstrom issued a mediator’s proposal, which the Settling Parties accepted, agreeing to settle the Action in the amount of One Hundred Eight Million Dollars (\$108,000,000.00), subject to their ability to negotiate the terms of a Settlement Agreement and approval by the Court.

II. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLEMENT

Plaintiffs and Lead Counsel believe that the claims asserted in the Action have merit. However, Plaintiffs and Lead Counsel recognize and acknowledge the expense and length of

continued proceedings necessary to prosecute the Action against the Defendants through trial. Plaintiffs and Lead Counsel also have taken into account the uncertain outcome, risk, and expense associated with Defendants' motion for summary judgment, pretrial motions, expert discovery, and a jury trial, especially in complex matters such as this Action, as well as the risks posed by the difficulties and delays relating to post-trial motions and potential appeals. Plaintiffs and Lead Counsel also are aware of the defenses to the securities law violations asserted in the Action. Plaintiffs and Lead Counsel believe that the Settlement set forth in this Stipulation confers substantial benefits upon the Class in light of the circumstances present here. Based on their evaluation, Plaintiffs and Lead Counsel have determined that the Settlement set forth in this Stipulation is in the best interests of the Class.

III. THE DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied and continue to deny that they violated the federal securities laws and maintain that their conduct was at all times proper and in compliance with all applicable law. Defendants have denied and continue to deny specifically each and all of the claims alleged in the Action, along with all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied and continue to deny, *inter alia*, the allegations that any of the Defendants made, knowingly or otherwise, any material misstatements or omissions; that Defendants acted negligently, recklessly or with culpable intent; that any member of the Class has suffered any damages; that the price of Orbital ATK common stock was artificially inflated by reason of the alleged misrepresentations, omissions, or otherwise; or that the members of the Class were harmed by the conduct alleged in the Action or that could have been alleged as part of the Action. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action. Nonetheless, taking into account the uncertainty,

risks, costs, and distraction inherent in any litigation, especially in complex cases such as this Action, Defendants have determined that it is desirable to them that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation.

IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs (for themselves and the members of the Class), on the one hand, and Defendants, on the other hand, by and through their respective counsel of record, that, subject to the approval of the Court, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the parties from the Settlement set forth herein, the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, as to Plaintiffs and the Defendants, upon and subject to the terms and conditions of the Stipulation, as follows.

1. Definitions

As used in the Stipulation the following terms have the meanings specified below:

1.1 “Authorized Claimant” means any member of the Class who submits a timely and valid Proof of Claim and Release form and whose claim for recovery has been allowed pursuant to the terms of the Stipulation.

1.2 “Claims Administrator” means the firm of Gilardi & Co. LLC.

1.3 “Class” means: (i) all persons who held stock in Orbital Sciences as of December 16, 2014 and exchanged shares of Orbital Sciences stock for shares of Orbital ATK common stock on or around February 9, 2015 in connection with the merger between Alliant and Orbital Sciences; and/or (ii) all persons who purchased Orbital ATK common stock between May 28, 2015 and August 9, 2016, inclusive. Excluded from the Class are Defendants and members of their immediate families, any entity in which a Defendant has a controlling interest,

and the legal representatives, heirs, successors, or assigns of any such excluded party. Also excluded from the Class are those Persons who would otherwise be Class Members who timely and validly exclude themselves therefrom.

1.4 “Class Member” means a Person who falls within the definition of the Class as set forth in ¶1.3 of this Stipulation.

1.5 “Effective Date” means the first date by which all of the events and conditions specified in ¶7.1 of the Stipulation have been met and have occurred.

1.6 “Escrow Account” means the account controlled by the Escrow Agent.

1.7 “Escrow Agent” means Robbins Geller Rudman & Dowd LLP or its successor(s).

1.8 “Final” means when the last of the following with respect to the Judgment shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, the determination of that motion or appeal in such a manner as to permit the consummation of the Settlement, in accordance with the terms and conditions of this Stipulation. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement, but shall not include any appeal which concerns only the issue of attorneys’ fees and expenses or any Plan of Allocation of the Settlement Fund.

1.9 “Judgment” means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, substantially in the form attached hereto as Exhibit B.

1.10 “Lead Counsel” means Robbins Geller Rudman & Dowd LLP.

1.11 “Liaison Counsel” means The Office of Craig C. Reilly.

1.12 “Net Settlement Fund” means the portion of the Settlement Fund that shall be distributed to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court, after provision for the amounts set forth in ¶5.4 of this Stipulation, of which 42.2% is allocated to Authorized Claimants who held Orbital Sciences stock as of December 16, 2014 and exchanged shares of Orbital Sciences stock for shares of Orbital ATK common stock in connection with the merger between Alliant and Orbital Sciences, and 57.8% is allocated to Authorized Claimants who purchased or acquired shares of Orbital ATK common stock during the Class Period.

1.13 “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

1.14 “Plaintiffs” means Pension Trust and Wayne County.

1.15 “Plaintiffs’ Counsel” means Lead Counsel, Liaison Counsel, and VanOverbeke Michaud & Timmony, P.C. (additional counsel for Wayne County).

1.16 “Plan of Allocation” means a plan or formula of allocation of the Net Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses and such attorneys’ fees, expenses, and interest and other expenses as may be awarded by the Court. Any Plan of Allocation is not part of the Stipulation and the Released Persons shall have no responsibility or liability with respect to the Plan of Allocation.

1.17 “Related Persons” means, with respect to the Defendants, each and all of their respective present or former parents, subsidiaries, affiliates, successors and assigns, and each and

all of the present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, reinsurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, agents, spouses, associates, and assigns of each or any of them or any trust of which any Defendant and/or their Related Persons is the settlor or which is for the benefit of any Defendant and/or their Related Persons and/or member(s) of his or her family and any entity in which any such Defendant and/or their Related Persons has a controlling interest.

1.18 “Released Claims” means any and all claims and causes of action of every nature and description whatsoever whether known or unknown, whether arising under federal, state, common or foreign law, whether class or individual in nature, that Lead Plaintiff or any other member of the Class asserted or could have asserted in the Action or that arise out of or are based upon or related in any way to: (i) the proxy solicitation in connection with the Merger and the exchange of shares of Orbital Sciences stock (held as of December 16, 2014) in connection with the merger between Alliant and Orbital Sciences (the “Merger”); or (ii) the purchase or acquisition, or sale or other disposition, of Orbital ATK common stock during the Class Period; and (iii) the allegations, transactions, facts, matters, or occurrences, representations or omissions, including the Lake City Contract’s performance, Alliant’s historical financial performance related thereto, or internal controls related thereto, involved or set forth in, or related to the Amended Complaint or proposed Second Amended Complaint. “Released Claims” includes “Unknown Claims” as defined in ¶1.25 hereof.

1.19 “Released Persons” means each and all of Defendants and each and all of their Related Persons.

1.20 “Settlement Amount” means the principal amount of One Hundred Eight Million Dollars (\$108,000,000.00), to be paid pursuant to ¶2.1 of this Stipulation.

1.21 “Settlement Fund” means the Settlement Amount, together with all interest and income earned thereon after being transferred to an account controlled by the Escrow Agent, and which may be reduced by payments or deductions as provided for herein or by Court order.

1.22 “Settling Parties” means Defendants and Plaintiffs on behalf of themselves and the Class Members.

1.23 “Tax Expenses” means expenses and costs incurred in connection with the calculation and payment of taxes or the preparation of tax returns and related documents, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns described in ¶2.8.

1.24 “Taxes” means all taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund as described in ¶2.8.

1.25 “Unknown Claims” means any Released Claims which Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and

benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, whether or not previously or currently asserted in any action. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and an essential term of the Settlement of which this release is a part.

2. The Settlement

a. The Settlement Fund

2.1 Defendants shall cause the Settlement Amount to be transferred to an account controlled by the Escrow Agent no later than twenty-one (21) days after the later of: (i) entry of the Order Preliminarily Approving Settlement and Providing for Notice, in the form of Exhibit A attached hereto (the “Notice Order”); and (ii) the provision to Defendants of information necessary to effectuate a payment of funds, including, without limitation, the beneficiary account name, the U.S. bank name, address, account number and ABA bank code (*i.e.*, routing number), and the payment reference (the later of the foregoing (i) and (ii) being hereinafter referred to as

the “Payment Date”). These funds, together with any interest and income earned thereon once transferred, shall constitute the Settlement Fund.

2.2 If the entire Settlement Amount is not deposited into the Escrow Account by the Payment Date, Lead Counsel may terminate the Settlement but only if: (i) Defendants have received from Lead Counsel written notice of Lead Counsel’s intention to terminate the Settlement; and (ii) the entire Settlement Amount is not transferred to the Escrow Account within three (3) business days after Lead Counsel has provided such written notice.

b. The Escrow Agent

2.3 The Escrow Agent shall invest the Settlement Fund deposited pursuant to ¶2.1 hereof in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All costs and risks related to the investment of the Settlement Fund in accordance with the guidelines set forth in this paragraph shall be borne by the Settlement Fund.

2.4 The Escrow Agent shall not disburse the Settlement Fund except: (a) as provided in the Stipulation; (b) by an order of the Court; or (c) with the written agreement of counsel for the Settling Parties.

2.5 Subject to further order(s) and/or directions as may be made by the Court, or as provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are provided for under the terms of the Stipulation. The Released Persons shall have no responsibility for, interest in, or liability whatsoever with respect to, the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

2.6 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such

time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

2.7 Prior to the Effective Date, Lead Counsel, without further approval of Defendants or the Court, may pay from the Settlement Fund notice and administration costs (“Class Notice and Administration Costs”) of up to \$350,000 associated with the administration of the Settlement, including, without limitation: the cost of identifying and locating members of the Class, mailing the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”) and Proof of Claim and Release and publishing notice (such amount shall include, without limitation, the actual costs of publication, printing and mailing the Notice, and reimbursement to nominee owners for forwarding notice to their beneficial owners), soliciting Class claims, assisting with the filing of claims, administering and distributing the Net Settlement Fund to Authorized Claimants, processing Proof of Claim and Release forms, and paying bank fees and costs, if any, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims. Payments from the Settlement Fund prior to the Effective Date over and above \$350,000 shall require either written approval from the Defendants or an order from the Court. After the Effective Date, Lead Counsel may pay from the Settlement Fund all further reasonable Class Notice and Administration Costs, regardless of amount, without further order of the Court.

c. Taxes

2.8 (a) The Settling Parties agree to treat the Settlement Fund as being at all times a “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶2.8, including the “relation-back election” (as defined in Treasury Regulation §1.468B-1) back to the earliest permitted date. Such elections shall be made in

compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation §1.468B-2(k)). Such returns (as well as the election described in ¶2.8(a) hereof) shall be consistent with this ¶2.8 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶2.8(c) hereof.

(c) All (a) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Persons or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal or state income tax purposes, and (b) Tax Expenses, including expenses and costs incurred in connection with the operation and implementation of this ¶2.8 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶2.8), shall be paid out of the Settlement Fund; in all events the Released Persons and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. The Settlement Fund shall indemnify and hold each of the Released Persons and their counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of

any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation §1.468B-2(l)(2)); neither the Released Persons nor their counsel are responsible nor shall they have any liability therefor. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶2.8.

d. Termination of Settlement

2.9 In the event the Stipulation is not approved or is terminated, canceled, or fails to become effective for any reason, including, without limitation, in the event the Stipulation is not approved or Judgment is reversed or vacated following any appeal taken therefrom, the Settlement Fund (including accrued interest), less expenses actually incurred or due and owing for Class Notice and Administration Costs, Taxes or Tax Expenses pursuant to ¶¶2.7 or 2.8, shall be refunded pursuant to ¶¶6.2 and 7.4 and written instructions from Defendants' counsel to the party, parties or insurers that paid the Settlement within twenty-one (21) days from the date of the notice from counsel for Defendants pursuant to ¶7.4.

3. Notice Order and Settlement Hearing

3.1 Promptly after execution of the Stipulation, Lead Counsel shall submit the Stipulation together with its exhibits (the "Exhibits") to the Court and shall apply for entry of an order (the "Notice Order"), requesting, *inter alia*, the preliminary approval of the Settlement set forth in the Stipulation, certification of the Class for settlement purposes, and approval for the

mailing of a settlement notice (the “Notice”) and publication of a summary notice, in the forms of Exhibits A-1 and A-3 attached hereto. The Notice shall include the general terms of the Settlement set forth in the Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application, and the date of the Settlement Hearing.

3.2 Lead Counsel shall request that, after notice is given to the Class, the Court hold a hearing (the “Settlement Hearing”) and approve the Settlement of the Action as set forth herein. At or after the Settlement Hearing, Lead Counsel also shall request that the Court approve the proposed Plan of Allocation and the Fee and Expense Application.

4. Releases

4.1 Upon the Effective Date, Plaintiffs and each of the Class Members (who have not validly opted out of the Class) shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged against the Released Persons (whether or not such Class Members execute and deliver the Proof of Claim and Release forms) any and all Released Claims (including, without limitation, Unknown Claims), as well as any claims arising out of, relating to, or in connection with, the defense, settlement, or resolution of the Action or the Released Claims.

4.2 Upon the Effective Date, Plaintiffs and each of the Class Members (who have not validly opted out of the Class) shall be deemed to have, and by operation of the Judgment shall have, covenanted not to sue the Released Persons (whether or not such Class Members execute and deliver the Proof of Claim and Release forms) with respect to any and all Released Claims (including, without limitation, Unknown Claims), as well as any claims arising out of, relating to, or in connection with, the defense, settlement, or resolution of the Action or the Released Claims.

4.3 Upon the Effective Date, Plaintiffs and each of the Class Members (who have not validly opted out of the Class) shall be permanently barred and enjoined from the institution, maintenance, prosecution, or enforcement against any Released Person, in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released Claims (including, without limitation, Unknown Claims), as well as any claims arising out of, relating to, or in connection with, the defense, settlement, or resolution of the Action or the Released Claims. The Court shall retain exclusive jurisdiction to interpret and enforce the permanent injunction described in this paragraph.

4.4 The Proof of Claim and Release to be executed by Class Members shall release all Released Claims against the Released Persons and shall be substantially in the form contained in Exhibit A-2 attached hereto. Provided, however, that the failure of a Class Member to submit such Proof of Claim and Release shall have no effect on the provisions of the foregoing ¶¶4.1 through 4.3, inclusive, which shall remain in full force and effect as to each of the Class Members (who have not validly opted out of the Class) irrespective of any lack of submission of a Proof of Claim and Release.

4.5 Upon the Effective Date, each of the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Class Members, and Plaintiffs' Counsel from all claims (including, without limitation, Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims.

5. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of the Settlement Fund

5.1 The Claims Administrator, subject to such supervision and direction of the Court as may be necessary or as circumstances may require, shall provide notice of the Settlement to

the Class, shall administer and calculate the claims submitted by Class Members, and shall oversee distribution of the Net Settlement Fund to Authorized Claimants.

5.2 Within ten (10) calendar days following the execution of this Stipulation, Defendants and their counsel shall provide Lead Counsel and the Claims Administrator, without any charge to Plaintiffs or the Class, record shareholder lists, as appropriate for providing notice to the Class. This information shall be provided in an electronic format acceptable to the Claims Administrator.

5.3 In accordance with the schedule set forth in the Notice Order, Lead Counsel will cause the Notice, substantially in the form of Exhibit A-1 attached hereto, and a Proof of Claim and Release, substantially in the form of Exhibit A-2 attached hereto, to be mailed by the Claims Administrator to all shareholders of record, or nominees. The Notice and Proof of Claim and Release form shall also be posted on the Claims Administrator's website. In accordance with the schedule set forth in the Notice Order, a summary notice, substantially in the form of Exhibit A-3 attached hereto, will also be published once in the national edition of *The Wall Street Journal* and once over the *Business Wire*. The cost of providing such notice shall be paid out of the Settlement Fund.

5.4 The Settlement Fund shall be applied as follows:

- (a) to pay all Class Notice and Administration Costs;
- (b) to pay all Taxes and Tax Expenses described in ¶2.8 hereof;
- (c) to pay Lead Counsel's attorneys' fees and expenses (the "Fee and Expense Award") and Plaintiffs' expenses, if and to the extent allowed by the Court; and
- (d) to distribute the Net Settlement Fund to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

5.5 Upon the Effective Date and thereafter, and in accordance with the terms of the Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with ¶¶5.6-5.9 below.

5.6 Each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim and Release, substantially in the form of Exhibit A-2 attached hereto, postmarked by no later than ninety (90) calendar days after the Notice Date (as defined in Exhibit A attached hereto), or such other time as may be set by the Court (the “Bar Date”), signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and Release and as are reasonably available to such Person.

5.7 Except as otherwise ordered by the Court, all Class Members who fail to submit a Proof of Claim and Release by the Bar Date, or such other period as may be ordered by the Court, or who submit a Proof of Claim and Release that is rejected, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the Judgment. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not the obligation) to accept late-submitted claims for processing so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby.

5.8 The Claims Administrator shall calculate the claims of Authorized Claimants in accordance with the Plan of Allocation set forth in the Notice and approved by the Court. Following the Effective Date, the Claims Administrator shall send to each Authorized Claimant his, her, or its *pro rata* share of the Net Settlement Fund, as long as the Authorized Claimant will receive at least \$10.00.

5.9 Defendants shall not have a reversionary interest in the Net Settlement Fund. If there is any balance remaining in the Net Settlement Fund after a reasonable amount of time following the date of the initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible, reallocate such balance among Authorized Claimants who negotiated the checks sent to them in the initial distribution and who would receive at least \$10.00 in an equitable and economical fashion. These reallocations shall be repeated until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance shall then be donated to an appropriate non-profit organization designated by Lead Counsel and which has no affiliation with Lead Counsel.

5.10 The Released Persons shall have no responsibility for, interest in, or liability whatsoever with respect to the processing, review, determination or calculation of any claims, the distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes, or any losses incurred in connection therewith.

5.11 Defendants shall take no position with respect to the Plan of Allocation or any other such plan as may be approved by the Court.

5.12 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of the Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of the Court's Judgment approving the Stipulation and the Settlement set forth therein, or any other orders entered pursuant to the Stipulation. Class

Members and Defendants shall be bound by the terms of this Stipulation, irrespective of whether the Court disapproves or modifies the Plan of Allocation.

5.13 No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Released Persons, Defendants' counsel, or the Claims Administrator based on distributions made substantially in accordance with the Settlement, the Stipulation, and the Plan of Allocation, or otherwise as further ordered by the Court.

6. Lead Counsel's Attorneys' Fees and Expenses

6.1 Lead Counsel may submit an application or applications (the "Fee and Expense Application") for: (a) an award of attorneys' fees; plus (b) expenses or charges in connection with prosecuting the Action; plus (c) any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court. Any and all such fees, expenses and costs awarded by the Court (whether payable to Lead Counsel or Plaintiffs) shall be payable solely out of the Settlement Fund. In addition, Plaintiffs Pension Trust and/or Wayne County may submit an application for an award from the Settlement Fund for an amount not to exceed \$15,000 each pursuant to 15 U.S.C. §78u-4(a)(4) in connection with their representation of the Class.

6.2 The attorneys' fees and expenses, as awarded by the Court, shall be paid to Lead Counsel from the Settlement Fund, as ordered, immediately upon entry of the Court's order awarding such fees and expenses. This provision shall apply notwithstanding timely objection to, potential for appeal from, or collateral attack on, the Settlement or the award of fees and expenses. Lead Counsel shall thereafter allocate the attorneys' fees amongst other Plaintiffs' Counsel in a manner that Lead Counsel in good faith believes reflects the contributions of such counsel to the prosecution and resolution of the Action. Any such awards shall be paid solely by the Settlement Fund. In the event that the Judgment or the order awarding such fees and

expenses paid to Lead Counsel pursuant to ¶6.1 and this ¶6.2 is reversed or modified, or if the Settlement is cancelled or terminated for any reason, then Lead Counsel shall, in an amount consistent with such reversal or modification, refund such fees or expenses to the Settlement Fund pursuant to ¶2.9, plus the interest earned thereon, within fourteen (14) days from receiving notice from Defendants' counsel or from a court of competent jurisdiction. Any refunds required pursuant to this paragraph shall be the joint and several obligation of each Plaintiffs' Counsel to make appropriate refunds or repayments to the Settlement Fund. Each Plaintiffs' Counsel, as a condition of receiving such fees or expenses on behalf of itself and each partner and/or shareholder of it, agrees that its law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

6.3 The procedure for and the allowance or disallowance by the Court of the Fee and Expense Application, to be paid out of the Settlement Fund, are not part of the Settlement set forth in the Stipulation, and any order or proceeding relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the Settlement of the Action.

6.4 Neither Defendants nor Defendants' insurers shall have any responsibility for any payment of attorneys' fees and expenses to Lead Counsel or any Class Member's counsel apart from payment of the Settlement Amount pursuant to ¶2.1.

7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

7.1 The Effective Date of the Stipulation shall be conditioned on the occurrence of all of the following events:

(a) execution of the Stipulation and such other documents as may be required to obtain final Court approval of the Stipulation in a form satisfactory to the Settling Parties;

(b) the Settlement Amount has been deposited into the Escrow Account;

(c) Orbital ATK has not exercised its option to terminate the Stipulation pursuant to ¶7.3 hereof;

(d) the Court has entered the Notice Order, substantially in the form of Exhibit A hereto, as required by ¶3.1 hereof;

(e) the Court has entered the Judgment that, *inter alia*, dismisses with prejudice the Action, as to Plaintiffs and the Defendants, as set forth above; and

(f) the Judgment has become Final, as defined in ¶1.08 hereof.

7.2 Upon the occurrence of all of the events referenced in ¶7.1 hereof, any and all remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished. If all of the conditions specified in ¶7.1 hereof are not met, then the Stipulation shall be canceled and terminated subject to ¶7.4 hereof unless Lead Counsel and counsel for Defendants on behalf of their respective clients mutually agree in writing to proceed with the Settlement.

7.3 If, prior to the Settlement Hearing, Persons who otherwise would be members of the Class have timely and validly requested exclusion from the Class in accordance with the provisions of the Notice Order and the Notice given pursuant thereto, and if (a) the total number of shares of Orbital ATK common stock purchased by such Persons during the Class Period, or (b) the total number of shares of Orbital Sciences common stock held by such Persons as of December 16, 2014 and exchanged for shares of Orbital ATK common stock on or around February 9, 2015 in connection with the merger between Alliant and Orbital Sciences, equals or exceeds an amount specified in a separate Supplemental Agreement Regarding Requests for Exclusion (“Supplemental Agreement”) executed between Plaintiffs and Defendants, then Orbital ATK shall have the option to terminate this Stipulation and Settlement in accordance

with the procedures set forth in the Supplemental Agreement. The Supplemental Agreement will not be filed with the Court unless and until a dispute between Plaintiffs and Defendants concerning its interpretation or application arises.

7.4 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or be canceled, or shall not become effective for any reason, within fourteen (14) days after written notification of such event is sent by counsel for Defendants or to the Escrow Agent, the Settlement Fund (including accrued interest), less expenses which have either been incurred or disbursed pursuant to ¶¶2.7 or 2.8 hereof, shall be refunded pursuant to written instructions from Defendants' counsel to the party, parties or insurers that paid the Settlement within twenty-one (21) days from the date of the notice from counsel for Defendants. At the request of counsel for Defendants, the Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any expenses incurred in connection with such application(s) for refund, at the written direction of Defendants' counsel to the party, parties or insurers that paid the Settlement within twenty-one (21) days from the date of the notice from counsel for Defendants.

7.5 In the event that the Stipulation is not approved by the Court or the Settlement set forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the Settling Parties shall be restored to their respective positions in the Action as of December 26, 2018. In such event, the terms and provisions of the Stipulation, with the exception of ¶¶1.1-1.25, 2.8- 2.9, 7.2, and 8.4-8.5 hereof, shall have no further force and effect with respect to the Settling Parties and shall not be used in this Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*, and the Settling Parties shall be deemed to return to their status as of December 26, 2018. No order of the Court or modification or reversal on

appeal of any such order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees and expenses, and interest awarded by the Court to Lead Counsel or Plaintiffs shall constitute grounds for cancellation or termination of the Stipulation.

7.6 Each of the Defendants warrants and represents that, as of the time this Stipulation is executed and as of the time the Settlement Amount is actually transferred or made as reflected in this Stipulation, it is not "insolvent" within the meaning of 11 U.S.C. §101(32). If, before the Settlement becomes Final, any Defendant files for protection under the Bankruptcy Code, or any similar law, or a trustee, receiver, conservator, or other fiduciary is appointed under bankruptcy, or any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money or any portion thereof to the Escrow Agent by or on behalf of any Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited with the Escrow Agent by others, then, at the election of Lead Plaintiff, the Settling Parties shall jointly move the Court to vacate and set aside the release given and the Judgment entered in favor of the Defendants and that the Defendants and Plaintiffs and the members of the Class shall be restored to their litigation positions as of December 26, 2018.

7.7 Lead Counsel shall have the right but not the obligation to terminate the Settlement twenty-one (21) calendar days after the failure of Defendants to timely pay the Settlement Amount.

8. Miscellaneous Provisions

8.1 The Settling Parties (a) acknowledge that it is their intent to consummate this Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation expeditiously.

8.2 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settlement shall not be deemed an admission by any Settling Party or any of the Released Persons as to the merits of any claim or defense. The Settling Parties and their counsel agree that they shall not assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense or settlement of the Action, and the Final Judgment shall contain a finding that all Settling Parties and their counsel complied with the requirements of Rule 11 with respect to the institution, prosecution, defense, and resolution of the Action. The Settling Parties agree that the amount paid to the Settlement Fund and the other terms of the Settlement were negotiated in good faith at arm's length by the Settling Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum regarding the Action, including that the Action was brought or defended in bad faith or without a reasonable basis.

8.3 Neither the Stipulation nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Persons; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons; or (c) is or may be deemed to be or may be used as an admission or evidence that any claims asserted by Plaintiffs were not valid or that the amount recoverable was not greater than the Settlement amount, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Released Persons may file the Stipulation and/or the Judgment in any action that may be brought against them in order to

support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

8.4 All agreements made and orders entered during the course of the Action relating to the confidentiality of documents and information shall survive this Stipulation.

8.5 All of the Exhibits to the Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

8.6 The Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

8.7 No waiver of any term or provision of this Settlement Agreement, or of any breach or default hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all Settling Parties or their respective successors-in-interest. No waiver of any term or provision of this Settlement Agreement, or of any breach or default hereof or hereunder, shall be construed as a waiver of the same or any other term or provision or of any previous or subsequent breach thereof.

8.8 The Stipulation and the Exhibits attached (together with the Supplemental Agreement referred to in ¶7.3) hereto constitute the entire agreement among the Settling Parties and no representations, warranties, or inducements have been made to any Settling Party concerning the Stipulation or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein (or, as between Defendants, in any separate agreements between them), each Settling Party shall bear its own costs.

8.9 The Settlement is not conditioned upon the settlement or approval of settlement of any derivative suits or other suits.

8.10 This Settlement Agreement shall be construed and interpreted to effectuate the intent of the Settling Parties, which is to resolve completely those claims and disputes, including in the Action, and as more fully described herein. If any provision of this Settlement Agreement shall be determined to be invalid, void, or illegal, such provision shall be construed and amended in a manner that would permit its enforcement, but in no event shall such provision affect, impair, or invalidate any other provision hereof. Provided, however, that notwithstanding the foregoing sentence, if any portion of the Release set forth in ¶4.1 is determined to be invalid, void, or illegal, Defendants shall have the right, but not the obligation, to terminate this Settlement Agreement, in which case ¶7.4 shall operate.

8.11 Neither the Class Members nor Defendants shall be bound by the Stipulation if the Court modifies material terms thereof; provided, however, that it shall not be a basis for Class Members to terminate the Settlement if the Court modifies any proposed Plan of Allocation or criteria for allocation of the Net Settlement Fund amongst Authorized Claimants, or the Plan of Allocation is modified on appeal. Nor shall it be a basis to terminate the Stipulation if the Court disapproves of or modifies the terms of this Stipulation with respect to attorneys' fees or expenses or the distribution of the Net Settlement Fund. Notwithstanding any such modification of the terms or Plan of Allocation or the Stipulation with respect to attorneys' fees or expenses, Defendants and Defendants' insurers shall be entitled to all benefits of the Settlement and shall not, under any circumstances, be called upon to contribute additional funds in addition to the Settlement Fund.

8.12 Lead Counsel, on behalf of the Class, is expressly authorized by Plaintiffs to take all appropriate action required or permitted to be taken by the Class pursuant to the Stipulation to effectuate its terms and also is expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Class which it deems appropriate.

8.13 Plaintiffs and Lead Counsel represent and warrant that none of the Plaintiffs' claims or causes of action referred to in this Action or this Stipulation has been assigned, encumbered, or in any manner transferred in whole or in part.

8.14 Each counsel or other Person executing the Stipulation or any of its Exhibits on behalf of any Settling Party hereby warrants that such Person has the full authority to do so.

8.15 All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given: (i) when delivered personally to the recipient; (ii) one (1) business day after being sent to the recipient by UPS (charges prepaid); or (iii) five (5) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Plaintiffs or to Plaintiffs' Counsel:

Theodore J. Pinar
Robbins Geller Rudman & Dowd LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

If to Defendants or to Defendants' counsel:

Lyle Roberts
Shearman & Sterling LLP
401 9th Street, N.W., Suite 800
Washington, DC 20004

Howard M. Shapiro
WilmerHale LLP
1875 Pennsylvania Avenue N.W.
Washington, DC 20006

8.16 The Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

8.17 The Stipulation shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Settling Parties hereto.

8.18 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation.

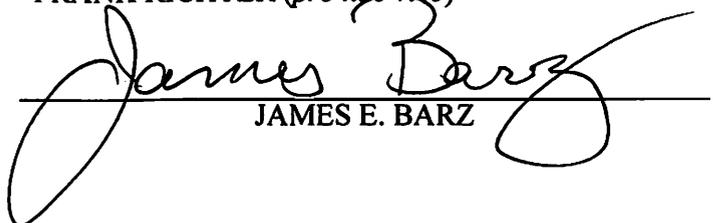
8.19 Pending approval of the Court of the Stipulation and its Exhibits, all proceedings in this Action shall be stayed, and all members of the Class shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Persons.

8.20 This Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Virginia, and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Virginia, without giving effect to that State's choice-of-law principles.

8.21 This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties and the Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, dated January 30, 2019.

ROBBINS GELLER RUDMAN
& DOWD LLP
JAMES E. BARZ (*pro hac vice*)
FRANK RICHTER (*pro hac vice*)



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Employees' Retirement System

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Counsel for Defendant Mark W. DeYoung

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

STEVEN KNURR, Individually and on Behalf)	Civil Action No. 1:16-cv-01031-TSE-MSN
of All Others Similarly Situated,)	
)
Plaintiff,)	<u>CLASS ACTION</u>
)
vs.)	
)
ORBITAL ATK, INC., et al.,)	
)
Defendants.)	
)

[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR NOTICE

EXHIBIT A

WHEREAS, an action is pending before this Court entitled *Steven Knurr vs. Orbital ATK, Inc., et al.*, Civil Action No. 1:16-cv-01031-TSE-MSN (the “Action”);

WHEREAS, Plaintiffs having made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Action, in accordance with a Settlement Agreement dated as of January 30, 2019 (the “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto; and

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Stipulation and does hereby preliminarily approve the Stipulation and Settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the Settlement Hearing described below.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for purposes of this Settlement only, the Action is hereby preliminarily certified as a class action on behalf of: (i) all persons who held stock in Orbital Sciences Corporation (“Orbital Sciences”) as of December 16, 2014 and exchanged shares of Orbital Sciences stock for shares of Orbital ATK, Inc. (“Orbital ATK”) common stock on or around February 9, 2015 in connection with the merger between Alliant Techsystems Inc. (“Alliant”) and Orbital Sciences (the “Merger”); and/or (ii) all persons who purchased or acquired Orbital ATK common stock between May 28, 2015 and August 9, 2016, inclusive (“Class Period”). Excluded from the Class are Defendants and members of their immediate families, any entity in which a Defendant has a controlling interest, and the legal representatives, heirs, successors, or assigns of any such excluded party.

3. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class pursuant to the requirements described below and in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”) to be sent to Class Members pursuant to this Order.

4. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Lead Plaintiff Construction Laborers Pension Trust of Greater St. Louis (“Pension Trust” or “Lead Plaintiff”) and named plaintiff Wayne County Employees’ Retirement System (“Wayne County”)

(together, “Plaintiffs”) are typical of the claims of the Class they seek to represent; (d) Plaintiffs and Lead Counsel have and will fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to members of the Class predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Plaintiffs are preliminarily appointed as class representatives and Lead Counsel Robbins Geller Rudman & Dowd LLP is preliminarily appointed as class counsel.

6. A hearing (the “Settlement Hearing”) shall be held before this Court on May 24, 2019, at _____, at the United States District Court for the Eastern District of Virginia, Alexandria Division, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, VA 22314, to determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class and should be approved by the Court; to determine whether the proposed Final Judgment and Order of Dismissal with Prejudice as provided under the Stipulation should be entered; to determine whether the proposed Plan of Allocation is fair, reasonable, and adequate and should be approved; to determine whether the Class should be finally certified for purposes of the Settlement only; to determine whether Plaintiffs and Lead Counsel should be finally appointed as Class Representatives and Class Counsel, respectively, for purposes of the Settlement only; to determine the amount of fees and expenses that should be awarded to Lead Counsel; to determine the amount of costs and expenses to be awarded to Pension Trust and Wayne County for their service to the Class; and to address such other matters relating to this Settlement as may properly be before the Court.

7. The Court approves, as to form and content, the Notice, the Proof of Claim and Release form (the “Proof of Claim”), and the Summary Notice annexed hereto as Exhibits A-1, A-2,

and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice substantially in the manner and form set forth in ¶¶10-11 of this Order: (a) constitute the best notice to Class Members practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to describe the terms and effect of the Stipulation and of the Settlement and to apprise Class Members of their right to object to or exclude themselves from the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive such notice; and (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c)-(e)), the United States Constitution (including the Due Process Clause), and Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), as added by the Private Securities Litigation Reform Act of 1995.

8. The firm of Gilardi & Co. LLC (“Claims Administrator”) is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below.

9. To the extent they have not already done so, Defendants and their counsel shall provide Lead Counsel and the Claims Administrator, without any charge to Plaintiffs or the Class, (a) the names and addresses of those who purchased or acquired shares of Orbital ATK common stock during the Class Period, and (b) the names and addresses of those who exchanged shares of Orbital Sciences stock for shares of Orbital ATK common stock in connection with the Merger. This information shall be provided in an electronic format acceptable to the Claims Administrator.

10. Not later than February 22, 2019 (the “Notice Date”), the Claims Administrator shall commence mailing the Notice and Proof of Claim, substantially in the forms annexed hereto, by First-Class Mail to all Class Members who can be identified with reasonable effort, and to be posted on its website at www.OrbitalSecuritiesLitigation.com.

11. Not later than March 8, 2019, the Claims Administrator shall cause the Summary Notice to be published once in the national edition of *The Wall Street Journal* and once over the *Business Wire*.

12. At least seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall serve on Defendants' counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

13. Nominees (a) who purchased or acquired Orbital ATK common shares for the beneficial ownership of Class Members during the Class Period or (b) who held shares of Orbital Sciences common stock as of December 16, 2014 and exchanged shares of Orbital Sciences stock for shares of Orbital ATK common stock for the beneficial ownership of Class Members in connection with the Merger shall send the Notice and the Proof of Claim to all such beneficial owners within ten (10) calendar days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and Proof of Claim to such beneficial owners. Lead Counsel shall, if requested, reimburse banks, brokerage houses or other nominees solely for their reasonable out-of-pocket expenses incurred in providing timely and adequate notice to beneficial owners who are Class Members out of the Settlement Fund, which expenses would not have been incurred except for the sending of such notice, subject to further order of this Court with respect to any dispute concerning such compensation.

14. All members of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Class.

15. Class Members who wish to participate in the Settlement shall complete and submit Proofs of Claim in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim must be postmarked or submitted electronically no later than ninety

(90) calendar days from the Notice Date. Any Class Member who files a Proof of Claim shall reasonably cooperate with the Claims Administrator, including by promptly responding to any inquiry made by the Claims Administrator. Any Class Member who does not timely submit a Proof of Claim within the time provided for, shall be barred from sharing in the distribution of the proceeds of the Settlement Fund but shall nonetheless be bound by the Stipulation, the Judgment, and the Releases therein, unless otherwise ordered by the Court. Notwithstanding the foregoing, Lead Counsel may, in its discretion, accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby.

16. The Proof of Claim submitted by each Class Member must: (i) be properly completed, signed and submitted in a timely manner in accordance with the preceding paragraph; (ii) be accompanied by adequate supporting documentations for the transactions reported in it, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation deemed adequate by the Claims Administrator or Lead Counsel; (iii) if the person executing the Proof of Claim is acting in a representative capacity, include a certification of his or her current authority to act on behalf of the claimant; (iv) be complete and contain no deletions or modifications of any of the printed matter contained therein; and (v) be signed under penalty of perjury. As part of the Proof of Claim, each claimant shall submit to the jurisdiction of the Court with respect to the claim submitted.

17. Any member of the Class may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Lead Counsel.

18. Any Person falling within the definition of the Class may, upon request, be excluded or “opt out” from the Class. Any such Person must submit to the Claims Administrator a request for exclusion (“Request for Exclusion”), by First-Class Mail such that it is postmarked no later than May 3, 2019. A Request for Exclusion must be signed and state: (a) the name, address, and telephone number of the Person requesting exclusion; (b) the Person’s purchases, acquisitions and sales of Orbital ATK common stock between May 28, 2015 and August 9, 2016, inclusive (including the dates, the number of shares of Orbital ATK common stock purchased, acquired or sold, and price paid or received for each such purchase, acquisition or sale); the Person’s holdings of Orbital Sciences stock as of December 16, 2014; and the Person’s acquisition of Orbital ATK stock as a result of exchanging shares of Orbital Sciences stock for shares of Orbital ATK common stock in connection with the Merger; and (c) that the Person wishes to be excluded from the Class. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or any final judgment.

19. Any Person who is excluded from the Class by virtue of having submitted a valid and timely Request for Exclusion may, at any point up to three days before the Settlement Hearing, submit a written revocation of Request for Exclusion following the same instructions in ¶18 above.

20. Lead Counsel shall cause to be provided to Defendants’ counsel copies of all Requests for Exclusion and a list of all Class Members who have requested exclusion, and any written revocation of Requests for Exclusion, as expeditiously as possible.

21. Any member of the Class who does not request exclusion may appear and object if he, she, or it, has any reason why the proposed Settlement of the Action should or should not be

approved as fair, reasonable, and adequate, why a judgment should or should not be entered thereon, why the Plan of Allocation should not be approved, why attorneys' fees and expenses should not be awarded to Lead Counsel, or why the costs and expenses of Plaintiffs should not be awarded for their service to the Class; provided, however, that no Class Member or any other Person shall be heard or entitled to contest such matters unless that Person has delivered by hand or sent by First-Class Mail written objections and copies of any papers and briefs such that they are received (not simply postmarked) on or before May 3, 2019, by Robbins Geller Rudman & Dowd LLP, Theodore J. Pintar, 655 West Broadway, Suite 1900, San Diego, CA 92101 and Shearman & Sterling LLP, Lyle Roberts, 401 9th Street, N.W., Suite 800, Washington, D.C. 20004, and filed said objections, papers, and briefs with the Clerk of the United States District Court for the Eastern District of Virginia, Alexandria Division, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, VA 22314, on or before May 3, 2019. Any member of the Class who does not make his, her or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Stipulation, to the Plan of Allocation, or to the award of attorneys' fees and expenses to Lead Counsel or expenses of Plaintiffs, unless otherwise ordered by the Court.

22. Any objection must state whether it applies only to the objector, to a specific subset of the class, or to the entire class, and also state with specificity the grounds for the objection. Class Members submitting written objections are not required to attend the Settlement Hearing, but any Class Member wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, the application for an award of attorneys' fees and expenses, and/or the application for Plaintiffs' expenses, must file a written objection and indicate in the written objection his, her or its intention to appear at the hearing.

23. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

24. All briefs and supporting documents in support of the Settlement, the Plan of Allocation, any application by Lead Counsel for attorneys' fees and expenses, and any application by Plaintiffs for their expenses shall be filed and served by April 19, 2019. Replies to any objections shall be filed and served by May 17, 2019.

25. Neither the Defendants and their Related Parties nor the Defendants' counsel shall have any responsibility for the Plan of Allocation or any application for attorneys' fees or expenses submitted by Lead Counsel or Plaintiffs, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

26. At or after the Settlement Hearing, the Court shall determine whether the Plan of Allocation proposed by Lead Counsel, and any application for attorneys' fees or payment(s) of expenses, shall be approved.

27. All reasonable expenses incurred in identifying and notifying Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor any of their counsel shall have any obligation to repay any amounts incurred and properly disbursed pursuant to ¶¶2.7 or 2.8 of the Stipulation.

28. Neither this Order, the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Defendants of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

29. The Court reserves the right to adjourn the date of the Settlement Hearing without further notice to the members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

30. If the Stipulation and the Settlement set forth therein is not approved or consummated for any reason whatsoever, the Stipulation and Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as set forth in ¶7.5 of the Stipulation.

31. Until otherwise ordered by the Court, the Court shall continue to stay all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation. Pending final determination of whether the proposed Settlement should be approved, neither the Plaintiffs nor any Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against any of the Defendants, any action or proceeding in any court or tribunal asserting any of the Released Claims.

32. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE T.S. ELLIS, III
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

STEVEN KNURR, Individually and on Behalf)	Civil Action No. 1:16-cv-01031-TSE-MSN
of All Others Similarly Situated,)	
Plaintiff,)	<u>CLASS ACTION</u>
vs.)	
ORBITAL ATK, INC., et al.,)	
Defendants.)	

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION
EXHIBIT A-1

TO: ALL PERSONS (I) WHO HELD STOCK IN ORBITAL SCIENCES CORPORATION (“ORBITAL SCIENCES”) AS OF DECEMBER 16, 2014 AND EXCHANGED SHARES OF ORBITAL SCIENCES STOCK FOR SHARES OF ORBITAL ATK, INC. (“ORBITAL ATK”) COMMON STOCK ON OR AROUND FEBRUARY 9, 2015 IN CONNECTION WITH THE MERGER BETWEEN ALLIANT TECHSYSTEMS INC. (“ALLIANT”) AND ORBITAL SCIENCES, AND/OR (II) WHO PURCHASED ORBITAL ATK COMMON STOCK BETWEEN MAY 28, 2015 AND AUGUST 9, 2016, INCLUSIVE

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE _____, 2019.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

This Notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of Virginia (the “Court”). The purpose of this Notice of Pendency and Proposed Settlement of Class Action (“Notice”) is to inform you of the proposed settlement of this securities class action litigation (the “Settlement”) and

of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement. The Settlement resolves the Class's claims asserted against the Defendants. This Notice describes the rights you may have in connection with the Settlement and what steps you may take in relation to the Settlement and this class action litigation.

The proposed Settlement creates a fund in the amount of One Hundred Eight Million Dollars (\$108,000,000.00) in cash and will include interest that accrues on the fund prior to distribution. Based on the information currently available to Plaintiffs and the analysis performed by their damages consultant, it is estimated that if Class Members submit claims for 100% of the Orbital ATK common stock eligible for distribution, the estimated average distribution per share will be approximately (i) \$2.21 for each share of Orbital ATK common stock received in exchange for Orbital Sciences stock (held as of December 16, 2014) in connection with the merger between Alliant and Orbital Sciences, and (ii) \$3.52 for each share of Orbital ATK common stock purchased or acquired between May 28, 2015 and August 9, 2016, inclusive, before deduction of Court-approved fees and expenses. Historically, actual claims rates are less than 100%, which result in higher distributions per share. Your actual recovery from this fund will depend on a number of variables, including the number of claimants, the amount of Orbital Sciences common stock you and they exchanged for shares of Orbital ATK common stock, and/or the amount of Orbital ATK common stock you and they purchased or otherwise acquired and sold, the expense of administering the claims process, and the timing of your purchases, acquisitions and sales, if any (*see* the Plan of Allocation below for a more detailed description of how the settlement proceeds will be allocated among Class Members).

The Defendants have denied and continue to deny specifically each and all of the claims and contentions alleged in the Action. The issues on which the parties disagree include, but are not limited to: (1) whether the statements allegedly made or facts allegedly omitted were false or

misleading, material, or otherwise actionable under the federal securities laws; (2) whether any of the Defendants acted with the requisite state of mind in making any alleged misstatements; (3) the extent to which the various matters that Plaintiffs alleged were materially false or misleading influenced (if at all) the trading price of Orbital ATK common stock or the value or consideration paid or received in connection with the merger between Alliant and Orbital Sciences; (4) the extent to which the various allegedly adverse material facts that Plaintiffs alleged were omitted influenced (if at all) the trading price of Orbital ATK common stock or the value or consideration paid or received in connection with the merger between Alliant and Orbital Sciences; (5) the extent to which external factors, such as general market conditions, influenced the trading price of Orbital ATK common stock; (6) the effect of various market forces influencing the trading price of Orbital ATK common stock; (7) the amount by which the price of Orbital ATK common stock was allegedly artificially inflated (if at all) during the Class Period; (8) the amount by which the value of Alliant was artificially inflated (if at all) at the time of the merger between Alliant and Orbital Sciences; (9) the appropriate economic model for determining the amount by which the price of Orbital ATK common stock was allegedly artificially inflated (if at all) during the Class Period; and (10) the appropriate economic model for determining the amount by which the value of Alliant was artificially inflated (if at all) at the time of the merger between Alliant and Orbital Sciences. Plaintiffs and Defendants do not agree on the average amount of damages per share that would be recoverable if Plaintiffs were to have prevailed on each claim asserted. The Defendants deny that they have violated the federal securities laws or any laws.

Plaintiffs believe that the proposed Settlement is a very good recovery and is in the best interests of the Class. There were significant risks associated with continuing to litigate through trial, and if the Defendants prevailed at trial, the Class would receive nothing. In addition, the amount of damages recoverable by the Class was and is challenged by the Defendants. Recoverable

damages in this case are limited to losses caused by conduct actionable under applicable law, and had the Action gone to trial, the Defendants intended to assert that they have not violated the law, that they are not liable, and that any losses of Class Members were caused by non-actionable market, industry, general economic or company-specific factors.

Plaintiffs' Counsel have not received any payment for their services in conducting this Action on behalf of Plaintiffs and the members of the Class, nor have they been paid their litigation expenses. If the Settlement is approved by the Court, Lead Counsel will apply to the Court for attorneys' fees of up to 28% of the settlement proceeds plus expenses not to exceed \$1.3 million, plus interest on such amounts, all of which shall be paid from the Settlement Fund. If the amounts requested by counsel are approved by the Court, the average cost per share would be approximately (i) \$0.65 for each share of Orbital ATK common stock acquired in exchange for Orbital Sciences stock (held as of December 16, 2014) in connection with the merger between Alliant and Orbital Sciences, and (ii) \$1.03 for each share of Orbital ATK common stock purchased or acquired between May 23, 2015 and August 9, 2016, inclusive. In addition, the Plaintiffs intend to request an amount not to exceed \$15,000 each pursuant to 15 U.S.C. §78u-4(a)(4) in connection with their representation of the Class.

This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party in this Action or the fairness or adequacy of the proposed Settlement.

For further information regarding this Settlement you may contact: Rick Nelson, c/o Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, Telephone: 1-800-449-4900. Please do not call any representative of the Defendants or the Court.

I. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A hearing (the “Settlement Hearing”) will be held on _____, 2019, at _____
__m., before the Honorable T.S. Ellis, III, United States District Judge, at the United States District Court for the Eastern District of Virginia, Alexandria Division, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, VA 22314. The purpose of the Settlement Hearing will be to determine: (1) whether the Settlement consisting of One Hundred Eight Million Dollars (\$108,000,000.00) in cash plus accrued interest on the Settlement Fund should be approved as fair, reasonable, and adequate to the Class, which would result in this Action being dismissed with prejudice against the Released Persons as set forth in the Settlement Agreement dated January 30, 2019 (the “Stipulation” or the “Settlement Agreement”); (2) whether the proposed plan to distribute the settlement proceeds (the “Plan of Allocation”) is fair, reasonable, and adequate; and (3) whether the application by Lead Counsel for an award of attorneys’ fees and expenses should be approved. The Court may adjourn or continue the Settlement Hearing without further notice to the Class.

II. DEFINITIONS USED IN THIS NOTICE

As used in the Stipulation the following terms have the meanings specified below:

1. “Authorized Claimant” means any member of the Class who submits a timely and valid Proof of Claim and Release form and whose claim for recovery has been allowed pursuant to the terms of the Stipulation.
2. “Claims Administrator” means the firm of Gilardi & Co. LLC.
3. “Class” means: (i) all persons who held stock in Orbital Sciences as of December 16, 2014 and exchanged shares of Orbital Sciences stock for shares of Orbital ATK common stock on or around February 9, 2015 in connection with the merger between Alliant and Orbital Sciences; and/or (ii) all persons who purchased or acquired Orbital ATK common stock between May 28, 2015 and August 9, 2016, inclusive. Excluded from the Class are Defendants and members of their immediate

families, any entity in which a Defendant has a controlling interest, and the legal representatives, heirs, successors, or assigns of any such excluded party. Also excluded from the Class are those Persons who would otherwise be Class Members who timely and validly exclude themselves therefrom.

4. “Class Member” means a Person who falls within the definition of the Class as set forth above.

5. “Class Period” means the period from May 28, 2015 to August 9, 2016, inclusive.

6. “Defendants” means Orbital ATK, David W. Thompson, Garrett E. Pierce, Blake E. Larson, Mark W. DeYoung, and Hollis M. Thompson.

7. “Effective Date” means the first date by which all of the events and conditions specified in ¶7.1 of the Stipulation have been met and have occurred.

8. “Escrow Account” means the account controlled by the Escrow Agent.

9. “Escrow Agent” means Robbins Geller Rudman & Dowd LLP or its successor(s).

10. “Final” means when the last of the following with respect to the Judgment shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, the determination of that motion or appeal in such a manner as to permit the consummation of the Settlement, in accordance with the terms and conditions of the Stipulation. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of the Settlement, but shall not include any appeal which concerns only the issue of attorneys’ fees and expenses or any Plan of Allocation of the Settlement Fund.

11. “Judgment” means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, substantially in the form attached to the Stipulation as Exhibit B.

12. “Lead Counsel” means Robbins Geller Rudman & Dowd LLP.

13. “Liaison Counsel” means The Office of Craig C. Reilly.

14. “Net Settlement Fund” means the portion of the Settlement Fund that shall be distributed to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court, after provision for the amounts set forth in ¶5.4 of the Stipulation, of which 42.2% is allocated to Authorized Claimants who held Orbital Sciences stock as of December 16, 2014 and exchanged shares of Orbital Sciences stock for shares of Orbital ATK common stock in connection with the merger between Alliant and Orbital Sciences, and 57.8% is allocated to Authorized Claimants who purchased or acquired shares of Orbital ATK common stock during the Class Period.

15. “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

16. “Plaintiffs” means Pension Trust and Wayne County.

17. “Plaintiffs’ Counsel” means Lead Counsel, Liaison Counsel, and VanOverbeke Michaud & Timmony, P.C. (additional counsel for Wayne County).

18. “Plan of Allocation” means a plan or formula of allocation of the Net Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses and such attorneys’ fees, expenses, and interest and other expenses as may be awarded by the Court. Any

Plan of Allocation is not part of the Stipulation and the Released Persons shall have no responsibility or liability with respect to the Plan of Allocation.

19. “Related Persons” means, with respect to the Defendants, each and all of their respective present or former parents, subsidiaries, affiliates, successors and assigns, and each and all of the present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, reinsurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, agents, spouses, associates, and assigns of each of them or any trust of which any Defendant and/or their Related Persons is the settlor or which is for the benefit of any Defendant and/or their Related Persons and/or member(s) of his or her family and any entity in which any such Defendant and/or their Related Persons has a controlling interest.

20. “Released Claims” means any and all claims and causes of action of every nature and description whatsoever whether known or unknown, whether arising under federal, state, common or foreign law, whether class or individual in nature, that Lead Plaintiff or any other member of the Class asserted or could have asserted in the Action or that arise out of or are based upon or related in any way to: (i) the proxy solicitation in connection with the Merger and the exchange of shares of Orbital Sciences stock (held as of December 16, 2014) in connection with the merger between Alliant and Orbital Sciences (the “Merger”); or (ii) the purchase or acquisition, or sale or other disposition, of Orbital ATK common stock during the Class Period; and (iii) the allegations, transactions, facts, matters, or occurrences, representations or omissions, including the Lake City Contract’s performance, Alliant’s historical financial performance related thereto, or internal controls related thereto, involved or set forth in, or related to the Amended Complaint or proposed Second Amended Complaint. “Released Claims” includes “Unknown Claims” as defined below.

21. “Released Persons” means each and all of Defendants and each and all of their Related Persons.

22. “Settlement Amount” means the principal amount of One Hundred Eight Million Dollars (\$108,000,000.00), to be paid pursuant to ¶2.1 of the Stipulation. Such amount is paid as consideration for full and complete settlement of all the Released Claims.

23. “Settlement Fund” means the Settlement Amount, together with all interest and income earned thereon after being transferred to an account controlled by the Escrow Agent, and which may be reduced by payments or deductions as provided for herein or by Court order.

24. “Settling Parties” means Defendants and Plaintiffs on behalf of themselves and the Class Members.

25. “Tax Expenses” means expenses and costs incurred in connection with the calculation and payment of taxes or the preparation of tax returns and related documents, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns described in ¶2.8 of the Stipulation.

26. “Taxes” means all taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund as described in ¶2.8 of the Stipulation.

27. “Unknown Claims” means any Released Claims which Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, whether or not previously or currently asserted in any action. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and an essential term of the Settlement of which this release is a part.

III. THE LITIGATION

The Action is currently pending before the Honorable T.S. Ellis, III in the United States District Court for the Eastern District of Virginia (the “Court”) and is brought on behalf of a proposed class of: (i) all persons who held stock in Orbital Sciences Corporation (“Orbital Sciences”) as of December 16, 2014 and exchanged shares of Orbital Sciences stock for shares of Orbital ATK common stock on or around February 9, 2015 in connection with the merger between

Alliant Techsystems Inc. (“Alliant”) and Orbital Sciences¹; and/or (ii) all persons who purchased or acquired Orbital ATK common stock between May 28, 2015 and August 9, 2016, inclusive (the “Class Period”).

The initial complaint was filed on August 12, 2016. On November 10, 2016, the Court appointed Pension Trust as Lead Plaintiff and Robbins Geller Rudman & Dowd LLP as Lead Counsel. On April 24, 2017, Lead Plaintiff filed its Complaint for Violations of the Federal Securities Laws (“Complaint”), which added Wayne County as named plaintiff and alleged violations of §§10(b), 14(a) and 20(a) of the Securities Exchange Act of 1934. The named defendants in the Complaint were Orbital ATK, D. Thompson, Garrett E. Pierce, Blake E. Larson, and Mark W. DeYoung.

As to the §14(a) claim, the Complaint alleged that the Joint Proxy Statement issued by Alliant and Orbital Sciences and signed by Defendants D. Thompson, Pierce, and DeYoung on December 17, 2014, which was used to solicit shareholder approval of the Merger, contained materially false and misleading statements regarding, *inter alia*: (a) Alliant’s historical financial results, (b) the performance of Alliant’s \$2.3 billion Lake City Contract, and (c) Alliant’s internal controls because the statements omitted to disclose, *inter alia*, that Alliant’s financial results were materially misstated, that the Lake City Contract was operating at an approximately \$375 million loss, and that Alliant suffered material weaknesses in internal controls. The Complaint further stated that the alleged false and misleading statements caused Alliant to be overvalued and impacted the exchange ratio to the detriment of Orbital Sciences shareholders, depriving certain members of the Class of their right to a fully informed shareholder vote and inducing them to vote their shares and accept inadequate consideration.

¹ Orbital Sciences and Alliant merged on February 9, 2015 (the “Merger”), at which time Orbital Sciences shareholders were issued Alliant stock, and Alliant, the surviving entity, changed its name to Orbital ATK.

As to the §10(b) claim, the Complaint alleged that during the Class Period, Defendants Orbital ATK, D. Thompson, Pierce, Larson, and DeYoung made false and misleading statements regarding, *inter alia*: (a) Orbital ATK's financial results, (b) the Lake City Contract's performance, and (c) Orbital ATK's internal controls because the statements omitted to disclose, *inter alia*, that Orbital ATK's financial results were materially misstated, that the Lake City Contract was operating at an approximately \$375 million loss, and that Orbital ATK suffered material weaknesses in internal controls. The Complaint further alleged that, as a result, Orbital ATK's stock price was artificially inflated, which allegedly resulted in substantial damage to members of the Class.

On May 30, 2017, Defendants filed a motion to dismiss the Complaint. On September 26, 2017, the Court issued two orders, one denying Defendants' motion to dismiss Lead Plaintiff's §14(a) claim and the other granting Defendants' motion to dismiss Lead Plaintiff's §10(b) claim without prejudice and with leave to amend.

On October 10, 2017, Lead Plaintiff filed an Amended Complaint for Violations of the Federal Securities Laws ("Amended Complaint") adding H. Thompson as a defendant on the §10(b) claim and additional allegations supporting corporate scienter of Orbital ATK for the §10(b) claim. Defendants again moved to dismiss the §10(b) claim, and on March 2, 2018, the Court granted the motion to dismiss defendant H. Thompson but denied it as to Orbital ATK. On March 16, 2018, Defendants filed their answers denying liability and asserting defenses to the Amended Complaint.

After the commencement of discovery in the Action, the parties engaged the services of mediator Gregory P. Lindstrom of Phillips ADR, who has extensive experience mediating complex class action litigations such as this Action. The Settling Parties engaged in two all-day mediation sessions with Mr. Lindstrom; the first was held in June 2018 and the second was held in November 2018, after discovery was largely complete. Both mediations included the exchange of briefs setting forth the Settling Parties' respective arguments concerning liability and damages, and

the Settling Parties had substantial communications with the mediator regarding their respective views of the merits of the Action before, during, and after the mediations. At the conclusion of each mediation session, the Settling Parties did not reach an agreement. The Settling Parties continued to have numerous telephonic exchanges with Mr. Lindstrom regarding a potential resolution of the Action. On December 21, 2018, Mr. Lindstrom issued a mediator's proposal, which the Settling Parties accepted, agreeing to settle the Action in the amount of One Hundred Eight Million Dollars (\$108,000,000.00), subject to their ability to negotiate the terms of a Settlement Agreement and approval by the Court.

IV. CLAIMS OF THE PLAINTIFFS AND BENEFITS OF SETTLEMENT

Plaintiffs and Lead Counsel believe that the claims asserted in the Action have merit. However, Plaintiffs and Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against the Defendants through trial. Plaintiffs and Lead Counsel also have taken into account the uncertain outcome and the risk of trial, especially in complex matters such as this Action, as well as the risks posed by the difficulties and delays relating to post-trial motions, and potential appeals of the Court's determination of said motions, or the verdict of a jury. Plaintiffs and Lead Counsel also are aware of the defenses to the securities law violations asserted in the Action. Plaintiffs and Lead Counsel believe that the Settlement set forth in the Settlement Agreement confers substantial benefits upon the Class in light of the circumstances present here. Based on their evaluation, Plaintiffs and Lead Counsel have determined that the Settlement set forth in the Settlement Agreement is in the best interests of the Class.

V. THE DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied and continue to deny that they have violated the federal securities laws or any laws and maintain that their conduct was at all times proper and in compliance with all

applicable provisions of law. Defendants have denied and continue to deny specifically each and all of the claims and contentions alleged in the Action, along with all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied and continue to deny, *inter alia*, the allegations that any of the Defendants made, knowingly or otherwise, any material misstatements or omissions; that Defendants acted recklessly or with culpable intent; that any member of the Class has suffered any damages; that the price of Orbital ATK common stock was artificially inflated by reason of the alleged misrepresentations, omissions, or otherwise; or that the members of the Class were harmed by the conduct alleged in the Action or that could have been alleged as part of the Action. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action.

Nonetheless, taking into account the uncertainty, risks, costs and distraction inherent in any litigation, especially in complex cases such as this Action, Defendants have determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in the Settlement Agreement. As set forth in paragraph 8.3 of the Settlement Agreement, the Settlement Agreement shall in no event be construed as or deemed to be evidence of an admission or concession by Defendants or any of the Released Persons with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

VI. TERMS OF THE PROPOSED SETTLEMENT

The sum of One Hundred Eight Million Dollars (\$108,000,000.00) will be transferred to the Escrow Agent within twenty-one (21) days after the later of: (i) entry of the Order Preliminarily Approving Settlement and Providing for Notice, and (ii) the provision to Defendants of information necessary to effectuate a payment of funds. The principal amount of \$108,000,000.00, plus any accrued interest once transferred, constitutes the Settlement Fund. A portion of the settlement

proceeds will be used for certain administrative expenses, including costs of printing and mailing this Notice, the cost of publishing a newspaper notice and notice over *Business Wire*, payment of any taxes assessed against the Settlement Fund, and costs associated with the processing of claims submitted. In addition, as explained below, a portion of the Settlement Fund may be awarded by the Court to Lead Counsel as attorneys' fees and for expenses in litigating the case and to Plaintiffs for their costs and expenses in representing the Class. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed according to the Plan of Allocation described below to Class Members who submit valid and timely Proof of Claim and Release forms.

VII. PLAN OF ALLOCATION

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proof of Claim and Release forms ("Authorized Claimants") under the Plan of Allocation described below. The Plan of Allocation provides that Authorized Claimants will be eligible to participate in the distribution of the Net Settlement Fund only if Authorized Claimants (i) held Orbital Sciences stock as of December 16, 2014 and exchanged shares of Orbital Sciences stock for shares of Orbital ATK common stock in connection with the merger between Alliant and Orbital Sciences, and/or (ii) transacted in Orbital ATK common stock during the Class Period, May 28, 2015 to August 9, 2016, inclusive. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Allocation, Lead Counsel conferred with their damages consultants and the Plan of Allocation reflects an assessment of the damages that they believe could have been recovered had the Plaintiffs prevailed at trial. Defendants have had, and shall have, no involvement or responsibility for the terms or application of the Plan of Allocation described herein. The Court may approve the Settlement, even if it does not approve the Plan of Allocation.

A. Recognized Loss

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's "Recognized Loss," as described below. If, however, as expected, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants – *i.e.*, the Authorized Claimant's *pro rata* share of the Net Settlement Fund. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

The proposed Plan of Allocation reflects the Plaintiffs' allegations that, as a result of the Defendants' misrepresentations and omissions concerning this matter, the value of Alliant was artificially inflated at the time of the merger of Alliant and Orbital Sciences, and over the course of the Class Period, the trading prices of Orbital ATK common stock were artificially inflated.

Estimated damages and the Plan of Allocation were developed based on a discounted cash flow ("DCF") analysis and an event study analysis. The DCF analysis determines how much Alliant was artificially overvalued at the time of the merger of Alliant and Orbital Sciences. The event study analysis determines how much artificial inflation was in the stock price on each day during the Class Period by measuring how much the stock price was inflated as a result of the alleged misrepresentations and omissions and declined as a result of alleged disclosures that corrected the alleged misrepresentations and omissions. The damages suffered by any particular Authorized Claimant in connection with the purchase or acquisition of Orbital ATK stock during the Class Period depends on when that Authorized Claimant purchased and sold shares, or retained shares beyond the end of the Class Period.

As previously described in the Notice, the Net Settlement Fund is the remainder of the Settlement Fund after deduction of Court-awarded attorneys' fees and expenses, settlement administration costs and any applicable taxes and tax expenses. Pursuant to this Plan of Allocation, Class Members may have a claim under Section 10(b) ("10(b) Claims") and/or Section 14(a) ("14(a) Claims") of the Securities Exchange Act of 1934 ("Exchange Act"). The Net Settlement Fund will be allocated to Authorized Claimants as follows: (a) Class Members with 10(b) Claims shall be allocated approximately 57.8% of the Net Settlement Fund; and (b) Class Members with 14(a) Claims shall be allocated approximately 42.2% of the Net Settlement Fund. Among other factors, in formulating the overall allocation, Lead Plaintiff considered the maximum potential damages of each group of purchasers within the Class.

B. Calculation of Recognized Loss

Based on the foregoing, and for purposes of this Settlement only, Recognized Loss will be calculated as follows:

Calculation of Recognized Claim Amount for Class Members with 10(b) Claims

1. Based on the formulas stated below, a "Recognized Claim Amount" will be calculated for each purchase or acquisition of Orbital ATK publicly traded common stock during the Class Period that is listed on the Proof of Claim and Release and for which adequate documentation is provided. If a Recognized Claim Amount calculates to a negative number or zero under the formula below, that Recognized Claim Amount will be zero.

2. For each share of Orbital ATK publicly traded common stock purchased or otherwise acquired during the period from May 28, 2015 through August 9, 2016, inclusive, and:

(a) Sold prior to the close of trading on August 9, 2016, the Recognized Claim Amount per share is zero.

(b) Retained at the end of August 9, 2016 and sold before November 7, 2016, the claim per share shall be the least of: (i) \$17.54; (ii) the difference between the purchase price and the sale price; and (iii) the difference between the purchase price and the average closing price up to the date of sale as set forth in Table-1 below.

(c) Held as of the close of trading on November 7, 2016, or sold thereafter, the claim per share shall be the least of: (i) \$17.54; (ii) the difference between the purchase price and the sale price; and (iii) the difference between the purchase price and \$74.78 per share.²

Calculation of Recognized Claim Amount for Class Members with 14(a) Claims

3. For each share of Orbital ATK publicly traded common stock acquired by exchanging shares of Orbital Sciences stock (held as of December 16, 2014)³ on or around February 9, 2015, the Recognized Claim Amount per share shall be \$7.30.⁴ Class Members wishing to participate in the distribution of the Net Settlement Fund must timely submit a valid Proof of Claim and Release establishing that he, she, or it owned Orbital Sciences stock as of December 16, 2014 and tendered

² Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the statute, Recognized Claim Amounts are reduced to an appropriate extent by taking into account the closing prices of Orbital ATK common stock during the 90-day look-back period. The mean (average) closing price for Orbital ATK common stock during this 90-day look-back period was \$74.78 as shown in Table-1.

³ Class Members with 14(a) Claims must have held shares of Orbital Sciences stock as of December 16, 2014 and exchanged those shares on or around February 9, 2015 to have a Recognized Claim Amount under this Plan of Allocation.

⁴ For each share of Orbital ATK common stock acquired in the Merger, former Orbital Sciences shareholders would have exchanged approximately 2.227 shares of Orbital Sciences common stock. The Recognized Claim Amount above is calculated on the basis of the number of Orbital ATK shares former Orbital Sciences shareholders received in connection with the Merger. Calculated on the basis of Orbital Sciences shares tendered in connection with the Merger, the Recognized Claim Amount for each share of Orbital Sciences common stock held as of December 16, 2014 and tendered in exchange for shares of Orbital ATK common stock on or around February 9, 2015 shall be \$3.28.

his, her, or its shares and proof of the number of shares tendered pursuant to the Merger on or around February 9, 2015, including all required documentation.

TABLE-1

**Orbital ATK Closing Price and Average Closing Price
August 10, 2016 – November 7, 2016**

Date	Closing Price	Average Closing Price	Date	Closing Price	Average Closing Price
8/10/2016	\$70.79	\$70.79	9/26/2016	\$76.00	\$74.54
8/11/2016	\$74.15	\$72.47	9/27/2016	\$76.76	\$74.60
8/12/2016	\$73.63	\$72.86	9/28/2016	\$76.84	\$74.67
8/15/2016	\$73.37	\$72.99	9/29/2016	\$75.45	\$74.69
8/16/2016	\$71.67	\$72.72	9/30/2016	\$76.23	\$74.73
8/17/2016	\$72.05	\$72.61	10/3/2016	\$76.70	\$74.78
8/18/2016	\$72.14	\$72.54	10/4/2016	\$76.29	\$74.82
8/19/2016	\$73.09	\$72.61	10/5/2016	\$75.60	\$74.84
8/22/2016	\$74.48	\$72.82	10/6/2016	\$75.31	\$74.85
8/23/2016	\$76.03	\$73.14	10/7/2016	\$74.15	\$74.84
8/24/2016	\$76.05	\$73.40	10/10/2016	\$74.38	\$74.83
8/25/2016	\$75.20	\$73.55	10/11/2016	\$72.86	\$74.78
8/26/2016	\$74.46	\$73.62	10/12/2016	\$72.62	\$74.73
8/29/2016	\$76.04	\$73.80	10/13/2016	\$72.92	\$74.69
8/30/2016	\$75.98	\$73.94	10/14/2016	\$73.53	\$74.67
8/31/2016	\$75.43	\$74.04	10/17/2016	\$74.41	\$74.66
9/1/2016	\$77.27	\$74.23	10/18/2016	\$77.64	\$74.72
9/2/2016	\$77.88	\$74.43	10/19/2016	\$76.89	\$74.77
9/6/2016	\$77.28	\$74.58	10/20/2016	\$76.50	\$74.80
9/7/2016	\$75.84	\$74.64	10/21/2016	\$76.05	\$74.83
9/8/2016	\$75.96	\$74.70	10/24/2016	\$75.78	\$74.84
9/9/2016	\$75.14	\$74.72	10/25/2016	\$75.14	\$74.85
9/12/2016	\$75.75	\$74.77	10/26/2016	\$74.79	\$74.85
9/13/2016	\$74.83	\$74.77	10/27/2016	\$74.92	\$74.85
9/14/2016	\$73.44	\$74.72	10/28/2016	\$75.20	\$74.86
9/15/2016	\$73.93	\$74.69	10/31/2016	\$74.36	\$74.85
9/16/2016	\$72.48	\$74.61	11/1/2016	\$73.80	\$74.83
9/19/2016	\$72.95	\$74.55	11/2/2016	\$72.19	\$74.79
9/20/2016	\$73.26	\$74.50	11/3/2016	\$73.80	\$74.77
9/21/2016	\$74.01	\$74.49	11/4/2016	\$74.17	\$74.76
9/22/2016	\$74.77	\$74.50	11/7/2016	\$76.19	\$74.78
9/23/2016	\$74.44	\$74.49			

With respect to calculating an Authorized Claimant's Recognized Loss on shares of Orbital ATK common stock purchased during the Class Period, if a Class Member held Orbital ATK common stock at the beginning of the Class Period or made multiple purchases, acquisitions or sales of Orbital ATK common stock during or after the Class Period, the starting point for calculating an Authorized Claimant's Recognized Loss is to match the Authorized Claimant's holdings, purchases and acquisitions to their sales using the FIFO (*i.e.*, first-in-first-out) method. Under the FIFO method, Orbital ATK common stock sold during the Class Period will be matched, in chronological order first against Orbital ATK common stock held at the beginning of the Class Period. The remaining sales of Orbital ATK common stock during the Class Period will then be matched, in chronological order against Orbital ATK common stock purchased or acquired during the Class Period.

Purchases or acquisitions and sales of Orbital ATK common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance or operation of law of Orbital ATK common stock during the Class Period shall not be deemed a purchase, acquisition or sale of Orbital ATK common stock for the calculation of Recognized Loss, unless (i) the donor or decedent purchased or otherwise acquired such shares of Orbital ATK common stock during the Class Period; (ii) no Proof of Claim and Release was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of Orbital ATK common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

VIII. PARTICIPATION IN THE CLASS

If you fall within the definition of the Class, you are a Class Member unless you elect to be excluded from the Class pursuant to this Notice. If you do not request to be excluded from the Class, you will be bound by any judgment entered with respect to the Settlement in the Action against the Defendants whether or not you file a Proof of Claim and Release form.

If you are a Class Member, you need do nothing (other than timely file a Proof of Claim and Release if you wish to participate in the distribution of the Net Settlement Fund). Your interests will be represented by Lead Counsel. If you choose, you may enter an appearance individually or through your own counsel at your own expense.

TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE THAT ACCOMPANIES THIS NOTICE. The Proof of Claim and Release must be *postmarked (if mailed) or received (if filed electronically) on or before _____, 2019*, and be delivered to the Claims Administrator at the address below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim and Release, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Settlement Agreement and the Final Judgment.

IX. EXCLUSION FROM THE CLASS

You may request to be excluded from the Class. To do so, you must mail a written request stating that you wish to be excluded from the Class to:

Orbital ATK Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
EXCLUSIONS
3301 Kerner Blvd.
San Rafael, CA 94901

The request for exclusion must state: (1) your name, address, and telephone number; (2) all purchases, acquisitions and sales of Orbital ATK common stock made from May 28, 2015 through August 9, 2016, inclusive, as well as all shares of Orbital Sciences stock held as of December 16, 2014 and exchanged for Orbital ATK common stock in connection with the merger of Alliant and Orbital Sciences, including the dates and prices of each purchase, acquisition or sale, and the amount of Orbital ATK common stock purchased, otherwise acquired or sold; and (3) that you wish to be excluded from the Class. ***YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE _____, 2019.*** If you submit a valid and timely request for exclusion, you shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement Agreement or the Judgment.

X. DISMISSAL AND RELEASES

If the proposed Settlement is approved, the Court will enter a Final Judgment. The Judgment will dismiss the Released Claims with prejudice as to all Released Persons as provided in the Settlement Agreement.

The Judgment will provide that all Class Members who have not validly and timely requested to be excluded from the Class shall be deemed to have released and forever discharged all Released Claims, including Unknown Claims, against all Released Persons as provided in the Settlement Agreement.

XI. APPLICATION FOR ATTORNEYS' FEES AND EXPENSES

At the Settlement Hearing, Lead Counsel will request that the Court award attorneys' fees of up to 28% of the Settlement Amount, plus litigation expenses not to exceed \$1.3 million, plus interest earned on both amounts. Class Members are not personally liable for any such fees, expenses, or compensation. In addition, the Plaintiffs intend to seek an amount not to exceed \$15,000 each for their costs and expenses incurred in representing the Class.

To date, Plaintiffs' Counsel have not received any payment for their services in conducting this Action on behalf of Plaintiffs and members of the Class, nor have counsel been paid for their expenses. The fee requested by Lead Counsel would compensate counsel for their efforts in achieving the Settlement Fund for the benefit of the Class, and for their risk in undertaking this representation on a contingency basis. The fee requested is within the range of fees awarded to plaintiffs' counsel under similar circumstances in litigation of this type.

XII. CONDITIONS FOR SETTLEMENT

The Settlement is conditioned upon the occurrence of certain events described in the Settlement Agreement. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Settlement Agreement; and (2) expiration of the time to appeal from or alter or amend the Judgment. Pending the Court's consideration of this Settlement, the Court has stayed all proceedings, and Class Members are precluded from bringing or pursuing any litigation that seeks to prosecute the Released Claims.

If, for any reason, any one of the conditions described in the Settlement Agreement is not met, the Settlement Agreement might be terminated and, if terminated, will become null and void, and the Settling Parties will be restored to their respective positions as of December 26, 2018.

XIII. THE RIGHT TO BE HEARD AT THE SETTLEMENT HEARING

Any Class Member who has not validly and timely requested to be excluded from the Class, and who objects to any aspect of the Settlement, the Plan of Allocation, the application for an award of attorneys' fees and expenses or Plaintiffs' application for an award for the reimbursement of their costs and expenses, may appear and be heard at the Settlement Hearing.⁵ Any such Person must

⁵ Lead Counsel's pleadings in support of these matters will be filed with the Court on or before _____, 2019.

submit and serve a written notice of objection, to be *received on or before* _____, 2019, by each of the following:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Albert V. Bryan U.S. Courthouse
401 Courthouse Square
Alexandria, VA 22314

ROBBINS GELLER RUDMAN
& DOWD LLP
THEODORE J. PINTAR
655 West Broadway, Suite 1900
San Diego, CA 92101

Counsel for Plaintiffs

SHEARMAN & STERLING LLP
LYLE ROBERTS
401 9th Street, N.W., Suite 800
Washington, D.C. 20004

Counsel for Defendants

The notice of objection must demonstrate the objecting Person's membership in the Class, including the amount of Orbital ATK common stock purchased, otherwise acquired and sold between May 28, 2015 and August 9, 2016, inclusive, or that the Person held Orbital Sciences stock as of December 16, 2014 and exchanged shares of Orbital Sciences stock for shares of Orbital ATK common stock in connection with the merger between Alliant and Orbital Sciences, and must contain a statement of the reasons for objection. In addition, the notice of objection must contain a statement of whether your objection applies only to yourself, a subset of the Class or to the entire Class. Only Class Members who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

XIV. SPECIAL NOTICE TO BANKS, BROKERS AND OTHER NOMINEES

If you hold or held any Orbital ATK common stock as a result of the exchange of Orbital Sciences stock (held as of December 16, 2014) for shares of Orbital ATK common stock in connection with the merger between Alliant and Orbital Sciences, and/or purchased, otherwise acquired or sold between May 28, 2015 and August 9, 2016, inclusive, as nominee for a beneficial owner, then, within ten (10) calendar days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim and Release by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Orbital ATK Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 404005
Louisville, KY 40233-4005

If you choose to mail the Notice and Proof of Claim and Release yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for, or advancement of, reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim and Release and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim and Release, upon submission of appropriate documentation to the Claims Administrator.

XV. EXAMINATION OF PAPERS

This Notice is a summary and does not describe all of the details of the Settlement Agreement. For full details of the matters discussed in this Notice, you may review the Settlement Agreement filed with the Court, which is posted on the Settlement website at

www.OrbitalSecuritiesLitigation.com, along with certain other papers relating to the Settlement. The Settlement Agreement may also be inspected during business hours, at the office of the Clerk of the Court, United States District Court, Eastern District of Virginia, Alexandria Division, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, VA 22314. The motion papers, with exhibits, including the Settlement Agreement, are also available on the Court's ECF website (for a fee).

If you have any questions about the settlement of the Action, you may contact a representative of Lead Counsel: Rick Nelson, c/o Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

DATED: _____, 2019

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA

EXHIBIT A-2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

STEVEN KNURR, Individually and on Behalf)	Civil Action No. 1:16-cv-01031-TSE-MSN
of All Others Similarly Situated,)	
Plaintiff,)	<u>CLASS ACTION</u>
vs.)	
ORBITAL ATK, INC., et al.,)	
Defendants.)	
_____)	

PROOF OF CLAIM AND RELEASE

EXHIBIT A-2

I. GENERAL INSTRUCTIONS

1. To recover as a member of the Class based on your claims in the action entitled *Steven Knurr v. Orbital ATK, Inc., et al.*, Civil Action No. 1:16-cv-01031-TSE-MSN (the “Action”), you must complete and, on page ___ hereof, sign this Proof of Claim and Release. If you fail to submit a timely and properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement of the Action.

3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, ON OR BEFORE _____, 2019, ADDRESSED AS FOLLOWS:**

Orbital ATK Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 404005
Louisville, KY 40233-4005

Online submissions: www.OrbitalSecuritiesLitigation.com

If you are NOT a member of the Class, as defined in the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), DO NOT submit a Proof of Claim and Release form.

4. If you are a member of the Class and you do not timely request exclusion in connection with the proposed Settlement, you will be bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.**

II. CLAIMANT IDENTIFICATION

If you (i) held Orbital Sciences Corporation (“Orbital Sciences”) stock as of December 16, 2014 and exchanged shares of Orbital Sciences stock for shares of Orbital ATK, Inc. (“Orbital ATK”) common stock in connection with the merger of Alliant Techsystems Inc. (“Alliant”) and Orbital Sciences, and/or (ii) purchased or otherwise acquired Orbital ATK common stock during the period from May 28, 2015 through and including August 9, 2016, and held the Orbital ATK common stock in your name, you are the beneficial purchaser, acquirer or seller as well as the record purchaser, acquirer or seller. If, however, you purchased, otherwise acquired or sold Orbital ATK common stock that was registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser, acquirer or seller and the third party is the record purchaser, acquirer or seller.

Use Part I of this form entitled “Claimant Identification” to identify each purchaser, acquirer or seller of record (“nominee”), if different from the beneficial purchaser, acquirer or seller of the Orbital ATK common stock which form the basis of this claim. **THIS CLAIM MUST BE FILED**

BY THE ACTUAL BENEFICIAL PURCHASER(S), ACQUIRER(S) OR SELLER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S), ACQUIRER(S) OR SELLER(S) OF THE SHARES UPON WHICH THIS CLAIM IS BASED.

All joint purchasers, acquirers and/or seller(s) must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

If you are acting in a representative capacity on behalf of a Class Member (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. All such claimants **MUST** also submit a manually signed paper Proof of Claim and Release form listing all their transactions whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must contact the Claims Administrator at edata@gilardi.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgement of receipt and acceptance of electronically submitted data.

III. CLAIM FORM

Use Part II of this form entitled “Schedule of Transactions in Orbital ATK Common Stock” to supply all required details of your transaction(s) in Orbital ATK common stock and your holdings

of Orbital Sciences stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to: (i) **all** of your Orbital Sciences stock held as of December 16, 2014; (ii) **all** of your Orbital Sciences stock exchanged for shares of Orbital ATK common stock in connection with the merger of Alliant and Orbital Sciences, and/or (iii) **all** of your purchases or acquisitions and **all** of your sales of Orbital ATK common stock between May 28, 2015 and August 9, 2016, inclusive, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to **all** of the Orbital ATK common stock you held at the close of trading on May 27, 2015, August 9, 2016 and , November 7, 2016. Failure to report all such transactions may result in the rejection of your claim.

List these transactions separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

Copies of stockbroker confirmation slips, stockbroker statements, or other documents evidencing your holdings of Orbital Sciences stock and transactions in Orbital ATK common stock should be attached to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Steven Knurr v. Orbital ATK, Inc., et al.,
Civil Action No. 1:16-cv-01031-TSE-MSN
PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:

_____, 2019

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or
Taxpayer Identification Number

Individual
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

Record Owner's Name (if different from beneficial owner listed above)

PART II: SCHEDULE OF TRANSACTIONS IN ORBITAL ATK COMMON STOCK

- A. Number of shares of Orbital Sciences stock held as of December 16, 2014: _____
- B. Number of shares of Orbital Sciences stock tendered in exchange for shares of Orbital ATK common stock in connection with the merger of Alliant and Orbital Sciences: _____
- C. Number of shares of Orbital ATK common stock held at the close of trading on May 27, 2015: _____.
- D. Purchases or acquisitions of shares of Orbital ATK common stock between May 28, 2015 and August 9, 2016, inclusive:

Trade Date Mo. Day Year	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

- E. Sales of shares of Orbital ATK common stock between May 28, 2015 and August 9, 2016, inclusive:

Trade Date Mo. Day Year	Number of Shares Sold	Total Sales Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

- F. Number of shares of Orbital ATK common stock held at the close of trading on August 9, 2016: _____.
- G. Number of shares of Orbital ATK common stock held at the close of trading on November 7, 2016: _____

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOUR SIGNATURE ON PAGE __ WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Settlement Agreement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Eastern District of Virginia with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with the purchase or acquisition of Orbital ATK common stock and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims each and all of the Released Persons as provided in the Settlement Agreement.

2. “Related Persons” means, with respect to the Defendants, each and all of their respective present or former parents, subsidiaries, affiliates, successors and assigns, and each and all of the present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, reinsurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, agents, spouses, associates, and assigns of each of them or any trust of which any Defendant and/or their Related Persons is the settlor or which is for the benefit of any Defendant and/or their Related Persons and/or member(s) of his or her family and any entity in which any such Defendant and/or their Related Persons has a controlling interest.

3. “Released Claims” means any and all claims and causes of action of every nature and description whatsoever whether known or unknown, whether arising under federal, state, common or

foreign law, whether class or individual in nature, that Lead Plaintiff or any other member of the Class asserted or could have asserted in the Action or that arise out of or are based upon or related in any way to: (i) the proxy solicitation in connection with the Merger and the exchange of shares of Orbital Sciences stock (held as of December 16, 2014) in connection with the merger between Alliant and Orbital Sciences (the “Merger”); or (ii) the purchase or acquisition, or sale or other disposition, of Orbital ATK common stock during the Class Period; and (iii) the allegations, transactions, facts, matters, or occurrences, representations or omissions, including the Lake City Contract’s performance, Alliant’s historical financial performance related thereto, or internal controls related thereto, involved or set forth in, or related to the Amended Complaint or proposed Second Amended Complaint. “Released Claims” includes “Unknown Claims” as defined below.

4. “Released Persons” means each and all of Defendants and each and all of their Related Persons.

5. “Unknown Claims” means any Released Claims which Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred

by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, whether or not previously or currently asserted in any action. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and an essential term of the Settlement of which this release is a part.

6. This release shall be of no force or effect unless and until the Court approves the Settlement Agreement and the Settlement becomes effective on the Effective Date.

7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions and sales of Orbital ATK common stock between May 28, 2015 and August 9, 2016, inclusive, and the number of shares of Orbital ATK common stock held by me (us) at the close of trading on May 27, 2015, August 9, 2016, and November 7, 2016. In addition, I (we) have included information about all of my (our) shares of Orbital ATK common stock received

in exchange for Orbital Sciences stock (held as of December 16, 2014) in connection with the merger of Alliant and Orbital Sciences.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____
(Month/Year)

in _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing,
e.g., Beneficial Purchaser or Acquirer,
Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and acknowledgement.
2. Remember to attach copies of supporting documentation.
3. ***Do not send*** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your claim form and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.

EXHIBIT A-3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

STEVEN KNURR, Individually and on Behalf)	Civil Action No. 1:16-cv-01031-TSE-MSN
of All Others Similarly Situated,)	
)
Plaintiff,)	<u>CLASS ACTION</u>
)
vs.)	
)
ORBITAL ATK, INC., et al.,)	
)
Defendants.)	
_____)	

SUMMARY NOTICE

EXHIBIT A-3

TO: ALL PERSONS (I) WHO HELD STOCK IN ORBITAL SCIENCES CORPORATION (“ORBITAL SCIENCES”) AS OF DECEMBER 16, 2014 AND EXCHANGED SHARES OF ORBITAL SCIENCES STOCK FOR SHARES OF ORBITAL ATK, INC. (“ORBITAL ATK”) COMMON STOCK ON OR AROUND FEBRUARY 9, 2015 IN CONNECTION WITH THE MERGER BETWEEN ALLIANT TECHSYSTEMS INC. (“ALLIANT”) AND ORBITAL SCIENCES, AND/OR (II) WHO PURCHASED OR ACQUIRED ORBITAL ATK COMMON STOCK BETWEEN MAY 28, 2015 AND AUGUST 9, 2016, INCLUSIVE

YOU ARE HEREBY NOTIFIED that pursuant to an Order of the United States District Court for the Eastern District of Virginia, a hearing will be held on _____, 2019, at ___:___ __.m., before the Honorable T.S. Ellis, III, United States District Judge, at the United States District Court for the Eastern District of Virginia, Alexandria Division, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, VA 22314, for the purpose of determining: (1) whether the proposed Settlement of the Action for the sum of One Hundred Eight Million Dollars (\$108,000,000.00) in cash should be approved by the Court as fair, reasonable, and adequate, which would result in this Action being dismissed with prejudice against the Released Persons as set forth in the Settlement Agreement dated January 30, 2019; (2) whether the Plan of Allocation of

settlement proceeds is fair, reasonable, and adequate and therefore should be approved; and (3) the reasonableness of the application of Lead Counsel for the payment of attorneys' fees and expenses in connection with this Action, together with interest thereon, and the application of Plaintiffs for an award of their costs and expenses in representing the Class.

If you purchased, acquired or sold Orbital ATK common stock (including by tendering shares of Orbital Sciences stock in exchange for shares of Orbital ATK common stock in connection with the merger between Alliant and Orbital Sciences), your rights may be affected by this Action and the Settlement thereof. If you have not received a detailed Notice of Pendency and Proposed Settlement of Class Action and a copy of the Proof of Claim and Release form, you may obtain copies by writing to *Orbital ATK Securities Litigation*, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 404005, Louisville, KY 40233-4005, or by downloading this information at www.OrbitalSecuritiesLitigation.com. If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release form by mail (**postmarked no later than _____, 2019**), or electronically (**no later than _____, 2019**) at www.OrbitalSecuritiesLitigation.com, establishing that you are entitled to a recovery. You will be bound by any judgment rendered in the Action unless you request to be excluded, in writing, to the above address, **postmarked by _____, 2019**.

Any objection to any aspect of the Settlement must be filed with the Clerk of the Court **no later than _____, 2019**, and *received* by the following **no later than _____, 2019**:

ROBBINS GELLER RUDMAN
& DOWD LLP
THEODORE J. PINTAR
655 West Broadway, Suite 1900
San Diego, CA 92101

Counsel for Plaintiffs

SHEARMAN & STERLING LLP
LYLE ROBERTS
401 9th Street, N.W., Suite 800
Washington, D.C. 20004

Counsel for Defendants

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING
THIS NOTICE.

DATED: _____, 2019

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

STEVEN KNURR, Individually and on Behalf)	Civil Action No. 1:16-cv-01031-TSE-MSN
of All Others Similarly Situated,)	
Plaintiff,)	<u>CLASS ACTION</u>
vs.)	
ORBITAL ATK, INC., et al.,)	
Defendants.)	

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE
EXHIBIT B

This matter came before the Court for hearing pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Notice Order”) dated _____, 2019, on the application of the Settling Parties for approval of the Settlement set forth in the Settlement Agreement dated January 30, 2019 (the “Settlement Agreement”). Due and adequate notice having been given to the Class as required in the Notice Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Final Judgment incorporates by reference the definitions in the Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise set forth herein.
2. This Court has jurisdiction over the subject matter of the Action and over all Settling Parties to the Action, including all members of the Class.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby affirms its determination in the Notice Order and finally certifies for purposes of settlement only a Class defined as: “(i) all persons who held stock in Orbital Sciences Corporation (“Orbital Sciences”) as of December 16, 2014 and exchanged shares of Orbital Sciences stock for shares of Orbital ATK, Inc. (“Orbital ATK”) common stock on or around February 9, 2015 in connection with the merger between Alliant Techsystems Inc. (“Alliant”) and Orbital Sciences (the “Merger”); and/or (ii) all persons who purchased or acquired Orbital ATK common stock between May 28, 2015 and August 9, 2016, inclusive (“Class Period”). Excluded from the Class are Defendants and members of their immediate families, any entity in which a Defendant has a controlling interest, and the legal representatives, heirs, successors, or assigns of any such excluded party.”

4. Also excluded from the Class are those Persons who timely and validly requested exclusion from the Class.

5. Pursuant to Federal Rule of Civil Procedure 23, this Court hereby approves the Settlement set forth in the Settlement Agreement and finds that said Settlement is, in all respects, fair, reasonable, and adequate to the Class.

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court finds that the Settlement Agreement and Settlement are fair, reasonable, and adequate as to each of the Settling Parties, and that the Settlement Agreement and Settlement are hereby finally approved in all respects, and the Settling Parties are hereby directed to perform its terms.

7. Accordingly, the Court authorizes and directs implementation of all the terms and provisions of the Settlement Agreement, as well as the terms and provisions hereof. The Court hereby dismisses, as to Defendants, the Action and all Released Claims of the Class with prejudice, without costs as to any of the Released Persons, except as and to the extent provided in the Settlement Agreement and herein.

8. Upon the Effective Date hereof, and as provided in the Settlement Agreement, Plaintiffs shall, and each of the Class Members shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims (including, without limitation, Unknown Claims) against the Released Persons, whether or not such Class Member executes and delivers the Proof of Claim and Release.

9. Upon the Effective Date hereof, and as provided in the Settlement Agreement, each of the Released Persons shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Class Members, and Plaintiffs' Counsel from all claims (including, without limitation, Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims.

10. Upon the Effective Date hereof, and as provided in the Settlement Agreement, Plaintiffs and each of the Class Members, and their heirs, executors, administrators, successors, and assigns, shall also be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Persons and their counsel from all Released Claims (including, without limitation, Unknown Claims) arising out of the defense, conduct, settlement, or resolution of the Action or the Released Claims.

11. Upon the Effective Date, Plaintiffs and each of the Class Members who have not timely opted out of the Class, and their predecessors, successors, agents, representatives, attorneys, and affiliates, and the heirs, executors, administrators, successors, and assigns of each of them, directly or indirectly, individually, representatively, or in any other capacity, shall be permanently barred and enjoined from the assertion, institution, maintenance, prosecution, or enforcement against any Released Person, in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released Claims (including, without limitation, Unknown Claims), as

well as any other claims arising out of, relating to, or in connection with, the defense, settlement, or resolution of the Action or the Released Claims.

12. The Notice of Pendency and Proposed Settlement of Class Action given to the Class in accordance with the Notice Order entered on _____, 2019, was the best notice practicable under the circumstances, including the individual notice to all members of the Class who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

13. Any plan of allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Persons; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons; or (c) is or may be deemed to be or may be used as an admission or evidence that any claims asserted by Plaintiffs were not valid or that the amount recoverable was not greater than the Settlement amount, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Released Persons may file the Settlement Agreement and/or this Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement,

judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing exclusive jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees, interest, and expenses in the Action; and (d) all Settling Parties hereto for the purpose of construing, enforcing, and administering the Settlement Agreement.

16. The Court finds that during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

17. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Defendants, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

18. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

19. The Court directs immediate entry of this Final Judgment by the Clerk of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE T.S. ELLIS, III
UNITED STATES DISTRICT JUDGE