

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NEWPORT NEWS DIVISION**

Roger A. Herndon, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

Huntington Ingalls Industries, Inc., the HII
Administrative Committee, and John/Jane Does 1–5,

Defendants.

Civil Action No.: 4:19-cv-00052-RCY-
LRL

CLASS ACTION

Declaration of Douglas P. Needham

EXHIBIT C

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CLASS ACTION

DECLARATION OF ROGER HERNDON

I, Roger Herndon, pursuant to 28 U.S.C. § 1746 declare as follows:

1. I am the named plaintiff in this case and was appointed by the Court to be the Class Representative for the Class that was certified on February 25, 2020. I make this declaration in support of the Motion for Preliminary Approval of the Class Action Settlement (the “Preliminary Approval Motion,,).)

2. I worked for Huntington Ingalls Industries (“HII,,) from 1964 to 1967, and then again from 1973 until 2013. Between 1978 to 1982, I earned a pension benefit under the Huntington Ingalls Industries, Inc. Newport News Operations Pension Plan for Employees Covered by United Steelworkers Local 8888 Collective Bargaining Agreement (the “Plan,,). I currently receive a Joint and Survivor Annuity (“JSA,,) pension benefit under the Plan.

3. I contacted Izard, Kindall & Raabe LLP (“IKR,,) in 2019 about how HII calculated my JSA under the Plan. After the initial communication, I gathered all the paperwork that I had

about my pension under the Plan and sent it to IKR. I then had several follow-up communications with Oren Faircloth of IKR before I decided to hire IKR to bring this case on my behalf. Before the case was filed, I reviewed the drafts of the Complaint that my attorneys sent to me and provided comments about the allegations that were specific to me.

4. Since this case was filed, I have kept in regular contact with the attorneys at IKR (including Oren Faircloth, Doug Needham and Mark Kindall) about the case. They have sent me the key documents that were filed with the Court, including the report from the expert that IKR and Bailey & Glasser (“B&G,”) hired on my behalf, Mitchell I. Serota, and HII’s motion for summary judgment, among others, all of which I have reviewed. I understand what the case is about and each side’s position.

5. I was deposed by Huntington’s attorney on January 23, 2020. Before my deposition, I spoke 3 or 4 times on the telephone with my attorneys and spent several hours reviewing documents to prepare. I also met with Mr. Needham and Mr. Faircloth for 3 hours the day before my deposition to prepare.

6. I remained in regular contact with my attorneys after my deposition and continued to receive updates and the key documents that were filed.

7. I was also actively involved in the settlement process. Before the mediation with Magistrate Judge Miller on August 17, 2021, I spoke with my attorneys twice on the telephone about the mediation process and read each side’s mediation statement. I also attended the August 17th mediation, which lasted the entire day. While I primarily relied on my attorneys’ advice during the negotiation process, they asked for, and I provided, my input at each stage. I also answered several questions that Judge Miller asked me directly. I also attended the second

mediation session before Judge Miller on September 8, 2021, when the parties reached a preliminary settlement agreement.

8. I am not a lawyer or an actuary, but I know that this case was not a “sure thing,, and that if Class Members won at trial, they may not receive 100% of the amount that we claimed as damages. Also, if the Class Members won, it may take years to receive any money if HII appealed.

9. I understand that the Settlement will provide Class Members with increases to their pension benefits valued at \$2.8 million, which is approximately 35% of the total damages calculated by our expert before deductions of fees, expenses and a case contribution award. I am very pleased with the Settlement and believe it is a great result for the Class.

10. I also understand that my attorneys intend to ask the Court for an award of attorneys’ fees and expenses of 25% of the Settlement’s value, or \$700,000. I will fully support their request. IKR and B&G have spent thousands of hours of time working on this case on a contingent basis, with no guarantee that they would be paid or even reimbursed for the expenses they advanced. The Settlement would not have been possible without their efforts and willingness to take on these challenges.

11. Having previously hired a lawyer for an unrelated personal injury matter, I know that lawyers are often paid 33% of the amount they recover when they take a case on a contingent basis. I expect that Class Members would have to pay more than 25% if they hired lawyers on contingent basis to bring their claims individually.

12. I could not have afforded to pay a lawyer by the hour to bring this case (and do not know anyone that could). Even on a contingency basis, it would have been impractical for me or any other Class Member to bring an individual case because of the expenses involved.

Executed on the ____th day of November, 2021.


Roger Herndon