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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

VINCENT MCKINNEY, an individual, on
behalf of the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah Corporation
Sole , and DOES 1 to 50, inclusive,

Defendants.

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Vincent McKinney (“Plaintiff” or “Class Representative”), as an individual and on behalf of the Settlement Class as defined below, and The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, (“The Church” or “Defendant”) (collectively with Plaintiff, the “Parties”).

Plaintiff, on behalf of himself and the Settlement Class, and The Church agree as follows:

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means the wage and hour class action lawsuit, *Vincent McKinney v. The Church of Jesus Christ of Latter-day Saints*, which encompasses the claims and allegations set forth in the Complaint filed by Plaintiff on June 10, 2021.

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to fees and expenses of experts, investigation expenses, postage, telephone, and photocopying charges, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action.

3. “Class Counsel” means Ackermann & Tilajef, P.C. and Employment Rights Law Group, APC, collectively.

4. “Class List” means a complete list of all Class Members that The Church will diligently and in good faith compile from its records and formatted in Microsoft Office Excel, and will include: each Class Member’s full name; most recent mailing address and telephone number; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked

1 during the Class Period; and any other relevant information needed to calculate settlement payments.

2 5. "Class Member(s)" or "Settlement Class" means all current and former California non-
3 exempt hourly employees who were employed as "security guards" at The Church's California Temple
4 Site locations, for any time period during the Class Period as defined below. The Church represents that
5 as of May 14, 2021, there are approximately 46 Class Members.

6 6. "Class Period" means the period from November 30, 2016, through the date of entry of
7 an order of Preliminary Approval of the Settlement.

8 7. "Class Representative Enhancement Payment" means the amount agreed by the Parties
9 and approved by the Court to be paid to Plaintiff in recognition of his effort and work in prosecuting the
10 Action on behalf of Class Members. The Class Representative Enhancement Payment shall be paid in
11 addition to Plaintiff's pro rata portion of the Net Settlement Amount.

12 8. "Class Settlement Amount" means the Class Settlement Amount of Two Hundred
13 Twenty-Five Thousand Dollars (\$225,000), to be paid by The Church in full satisfaction of all Released
14 Claims arising from the Action, which includes all Individual Settlement Payments to Participating Class
15 Members, Attorneys' Fees and Costs to Class Counsel, the Class Representative Enhancement Payment
16 to Plaintiff, the Labor and Workforce Development Agency Payment, and Settlement Administration
17 Costs to the Settlement Administrator.

18 9. "Court" means the San Diego County Superior Court.

19 10. "The Church" means The Church of Jesus Christ of Latter-day Saints, a Utah
20 corporation sole.

21 11. "Effective Date" means the later of: (i) the sixty-first (61st) calendar day after Final
22 Approval, provided no appeal has been initiated, whether by an absent Class Member who has timely
23 intervened or moved to vacate the judgment or by a Party or Class Counsel pursuant to paragraph 67
24 below; or (iii) if such an appeal is timely initiated, the date of final resolution of that appeal (including
25 any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the
26 Settlement.

27 12. "Final Approval" means the date on which the Court enters an order granting final
28 approval of the Settlement Agreement.

13. “Individual Settlement Payment” means each Participating Class Member’s respective share of the Net Settlement Amount.

14. “LWDA Payment” means seventy-five percent (75%) of the \$20,000 portion of the Class Settlement Amount allocated to resolution of Class Members’ claims arising under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”), which amounts to \$15,000 and which shall be paid to the Labor and Workforce Development Agency (“LWDA”).

15. “Net Settlement Amount” means the portion of the Class Settlement Amount remaining after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the Labor and Workforce Development Agency Payment, and Settlement Administration Costs, which shall be fully distributed to Participating Class Members without any reversion to The Church.

16. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include the Class Member’s name and provide each specific reason in support of the objection.

17. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

18. “PAGA Covered Period” means the period from September 25, 2019, through the date of entry of an order of Preliminary Approval of the Settlement.

19. “Parties” means Plaintiff and The Church collectively.

20. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

21. “Plaintiff” means Plaintiff Vincent McKinney.

22. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

23. “Released Claims” means all claims, rights, demands, liabilities, and causes of action, arising from, or related to, the same set of operative facts as those set forth in Plaintiff’s September 25, 2020 PAGA Letter (and any amendments thereto) and Plaintiff’s class and representative action complaint, arising during the Class Period, including claims for Defendant’s alleged: (i) failure to provide timely and duty-free rest periods to and/or pay rest break premiums under Labor

Code section 226.7 and section 12 of IWC Wage Order No. 4; (ii) failure to provide timely and duty-free meal periods to and/or pay meal period premiums under Labor Code sections 226.7, 512, and section 11 of IWC Wage Order No. 4; (iii) failure to pay daily overtime under Labor Code sections 510, 1198 and IWC Wage Order No. 4; (iv) failure to provide complete/accurate wage statements in violation of Labor Code section 226(a); (v) failure to pay all wages owed upon termination under Labor Code sections 201, 202, 203, including waiting time penalties; (vi) failure to pay timely wages under Labor Code sections 204, 210; (vii) unfair practices under Business and Professions Code sections 17200-17204 based on the claims released herein; (viii) PAGA and other civil penalties under Labor Code sections 2699, *et seq.* based on the underlying claims released herein; and (ix) any and all wage and hour claims that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff's September 25, 2020 PAGA Letter (and any amendments thereto) and Plaintiff's Complaint, arising at any time during the Class Period.

24. "Released Parties" means The Church, its parents, subsidiaries, affiliated entities, past or present officers, directors, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

25. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement; and (v) be faxed or postmarked on or before the Response Deadline.

26. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day

on which the U.S. Postal Service is open.

27. “Settlement Administration Costs” means the costs payable from the Class Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 46 Class Members, the Settlement Administration Costs are currently estimated to be Three Thousand Two Hundred Dollars (\$3,200.00).

28. “Settlement Administrator” means ILYM Group, Inc. or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

29. “Workweeks” means the number of days of employment for each Class Member during the Class Period, dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek.

GENERAL SETTLEMENT TERMS

30. Class Certification for Settlement Purposes. The Parties hereby stipulate to certification of the Class defined in paragraph 5 above for purposes of the Settlement only, *i.e.*, the “Settlement Class”. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) The Church is liable to Plaintiff or any Class Member, other than according to the Settlement’s terms.

31. Class Settlement Amount. The Church shall pay the sum of Two Hundred Twenty-Five

Thousand Dollars (\$225,000) in full settlement of the claims released herein. There will be no reversion of the Class Settlement Amount to The Church. The Class Settlement Amount has been agreed to by Plaintiff and The Church based on the aggregation of the agreed-upon settlement value of individual claims. In no event will The Church be liable for more than the Class Settlement Amount, except that The Church will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Class Settlement Amount. Payment of the Class Settlement Amount shall be through a one-time deposit into a Qualified Settlement Account to be established by the Settlement Administrator. The Church will pay the employer's share of payroll taxes on the wage portion of Individual Settlement Payments separately. After the Effective Date, the Class Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class Representative Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v) Settlement Administration Costs. The Church will deposit the Class Settlement Amount and the employer's share of payroll taxes within ten (10) calendar days of the Effective Date.

32. Attorneys' Fees and Costs. The Church agrees not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than one-third of the Class Settlement Amount, or Seventy-Five Thousand Dollars (\$75,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert fees, investigations expenses, photocopying, etc.), not to exceed Twelve Thousand Dollars (\$12,000). The amount of Attorneys' Fees and Costs shall be subject to Court approval and shall be paid from the Class Settlement Amount.

33. Class Representative Enhancement Payment. In recognition of his effort and work in prosecuting the Action on behalf of Class Members, The Church agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000), to Plaintiff. The amount of the Class Representative Enhancement Payment shall be subject to Court approval, will be paid from the Class Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. The

Parties have also negotiated and agreed upon a separate no-fault settlement of Plaintiff's individual claims of discrimination and other employment-based claims that are unique to him and that are beyond the wage and hour claims asserted on behalf of the Class, *i.e.*, the Released Claims.

34. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Class Settlement Amount, which is currently estimated to be Three Thousand Two Hundred Thousand Dollars (\$3,200.00). These costs, which will be paid from the Class Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Class Settlement Amount, and providing necessary reports and declarations.

35. PAGA Allocation and LWDA Payment. Subject to Court approval, the Parties agree to allocate the amount of Twenty Thousand Dollars (\$20,000) from the Class Settlement Amount to satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Fifteen Thousand Dollars (\$15,000), of this PAGA allocation shall be the LWDA Payment paid to the LWDA, and Twenty-Five Percent (25%), or Five Thousand Dollars (\$5,000) (the "PAGA Payment"), will become part of the Net Settlement Amount to be distributed to Class Members who worked during the PAGA Covered Period (the "PAGA Members"). PAGA Members shall not be able to opt-out from or object to the PAGA Payment or PAGA component of the settlement.

36. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by The Church.

37. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period. Specific calculations of Individual Settlement Payments will be made as follows:

- 37(a) The Church will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period.

37(d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

38. No Credit Toward Benefit Plans. The Individual Settlement Payments made to

39. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute

1 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
2 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
3 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
4 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
5 of the negotiations connected with it, will be construed as an admission or concession by The Church of
6 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding
7 to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not
8 be offered or received as evidence in any action or proceeding to establish any liability or admission on
9 the part of The Church or to establish the existence of any condition constituting a violation of, or a non-
10 compliance with, federal, state, local or other applicable law.

11 **TAX MATTERS**

12 40. Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments
13 will be allocated as follows: (i) Thirty-three and 33/100 Percent (33.33%) of each Individual Settlement
14 Payment will be allocated as wages and subject to legally required employee tax withholdings, for which
15 IRS Forms W-2 will be issued; and (ii) Sixty-six and 67/100 Percent (66.67%) will be allocated as
16 penalties and interest and not subject to deductions or withholdings, for which IRS Forms 1099-MISC
17 will be issued. PAGA Payments to PAGA Members will be allocated 100 Percent (100%) as penalties,
18 for which IRS Forms 1099-MISC will be issued.

19 41. Administration of Taxes by the Settlement Administrator. The Settlement
20 Administrator will be responsible for issuing to Plaintiff, Class Members, and Class Counsel any W-2,
21 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
22 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
23 appropriate government authorities.

24 42. No Tax Advice. The Church makes no representation as to the tax treatment or legal
25 effect of any payments called for by this Settlement, and Class Counsel, Plaintiff and Class Members are
26 not relying on any statement, representation, or calculation by The Church or by the Settlement
27 Administrator in this regard.

28 43. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR

PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

44. Tax Liability. Any tax obligation arising from any payment provided under this Settlement will be the sole responsibility of each person or entity receiving such payment(s). Specifically, taxes on the Class Representative Enhancement Payment shall be solely the responsibility of the Plaintiff; taxes on awards to Class Counsel for fees and costs shall be solely Class Counsel’s responsibility; and each Class Member is responsible to pay his or her portion of the taxes due upon any Individual Settlement Payment he or she receives under this Settlement Agreement.

1 45. Indemnification. Should any taxing authority or agency determine that any Class
2 Member owes additional personal income taxes and/or employee contributions on any portion of his or
3 her Individual Settlement Payment based on a challenge to the allocation of wage and non-wage portions
4 set forth in paragraph 40, such Class Member shall be solely responsible for the payment of his or her
5 personal income taxes and/or employee contributions. Accordingly, if any taxing authority or agency
6 seeks such amounts from The Church based on a challenge to such allocation of wage and non-wage
7 portions, the Class Member shall reimburse The Church for any of his or her personal income taxes
8 and/or employee contributions, as well as any associated interest and/or penalties, that The Church was
9 required to make to any such taxing authority or agency,.

10 **CLASS NOTICE AND RESPONSE PROCEDURES**

11 46. Administration Process. The Parties agree to cooperate in the administration of the
12 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
13 administration of the Settlement.

14 47. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
15 The Church will provide the Class List to the Settlement Administrator.

16 48. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
17 List from The Church, the Settlement Administrator will mail a Notice Packet to all Class Members via
18 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
19 List.

20 49. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
21 Administrator will perform a search based on the National Change of Address Database for information
22 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
23 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
24 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
25 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
26 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
27 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
28 involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed

1 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar
2 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an
3 objection to the Settlement.

4 50. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
5 will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's
6 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective
7 Class Member worked for The Church during the Class Period; (v) each Class Member's estimated
8 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the
9 dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or
10 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
11 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

12 51. Procedure to Dispute Information on Notice Packets. Class Members will have an
13 opportunity to dispute the information provided in their Notice Packets. To the extent Class Members
14 dispute their employment dates or the number of Workweeks on record, Class Members may produce
15 evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement
16 Administrator will decide the dispute. The Church's records will be presumed correct, but the Settlement
17 Administrator will evaluate the evidence submitted by the Class Member and will make the final
18 decision as to the merits of the dispute. All disputes will be decided within ten (10) business days of the
19 Response Deadline.

20 52. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
21 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
22 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
23 receiving the defective submission to advise the Class Member that his or her submission is defective
24 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will
25 have until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
26 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
27 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

28 53. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the

1 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
2 Administrator on or before the Response Deadline. In the case of Requests for Exclusion that are mailed
3 to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a
4 Request for Exclusion has been timely submitted.

5 54. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
6 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
7 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
8 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
9 Settlement. PAGA Members cannot request exclusion from the PAGA component of the settlement and
10 will still receive their pro rata portion of the PAGA Payment.

11 55. Objection Procedures. To object to the Settlement Agreement, a Class Member must
12 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
13 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
14 required by this Settlement Agreement. The postmark will be deemed the exclusive means for
15 determining that the Notice of Objection is timely. Class Members need not include legal arguments for
16 their objections to be considered. If an objector also wishes to appear at the Final Approval Hearing, in
17 person or through an attorney, he or she need not file a notice of intention to appear at the same time as
18 the objection is filed. Filing the notice of intention to appear is not necessary to preserve the right to
19 appear at the Final Approval hearing. At no time will any of the Parties or their counsel seek to solicit or
20 otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal
21 from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any
22 such objections to this Settlement.

23 56. Certification Reports Regarding Individual Settlement Payment Calculations. The
24 Settlement Administrator will provide The Church's counsel and Class Counsel a weekly report that
25 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to
26 the Settlement, and whether any Class Member has submitted a dispute to any information contained in
27 their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties
28 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

PAYMENTS TO CLASS

57. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar days of the Effective Date, the Settlement Administrator will issue payments to: (i) Class Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiff; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

58. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Fund in the name of the individual who failed to cash his or her check.

59. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

60. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

61. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

SETTLEMENT APPROVAL PROCESS

62. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness

1 hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
2 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will
3 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
4 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible
5 for drafting all documents necessary to obtain preliminary approval and shall provide a draft of the
6 preliminary approval motion to The Church's counsel for their input at least seven (7) calendar days
7 prior to filing with the Court.

8 63. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
9 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
10 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
11 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)
12 the Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the Labor
13 and Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final
14 fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class
15 Counsel will be responsible for drafting all documents necessary to obtain final approval and shall
16 provide a draft of the final approval motion to The Church's counsel for their input at least seven (7)
17 calendar days prior to filing with the court. Class Counsel will also be responsible for drafting the
18 attorneys' fees and costs application to be heard at the final approval hearing.

19 64. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
20 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
21 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
22 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
23 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or
24 as set forth in this Settlement Agreement.

25 **RELEASES UPON EFFECTIVE DATE**

26 65. Releases by Participating Class Members. Upon Defendant depositing the Class
27 Settlement Amount with the Settlement Administrator, and except as to such rights or claims as may be
28 created by this Settlement Agreement, each Participating Class Member, together and individually, on

1 their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and
2 attorneys, shall be deemed to have fully and forever released and discharged all of the Released Parties,
3 or any of them, from each of the Released Claims arising during the Class Period.

4 MISCELLANEOUS PROVISIONS

5 66. Confidentiality. Neither Plaintiff nor Plaintiff's counsel will publicize this settlement by
6 The Church's name, religious nature or identification, or locations (i.e., a religious institution
7 headquartered in Salt Lake City, Utah, and/or a religious institution with Temples located in California
8 and/or in Oakland, Los Angeles, or San Diego) through a press release, posting on counsels' website, in
9 social media or by any other public means, other than court filings and proceedings associated with the
10 Settlement. Nothing in this provision is intended to prohibit (i) Plaintiff from discussing this settlement
11 with his spouse, attorneys or tax advisor; (ii) Plaintiff from discussing the settlement with other putative
12 class members after the Settlement has been preliminarily approved by the Court; or (iii) Plaintiff's
13 counsel from communicating with putative class members in this case or with the Court in which the
14 Action is pending.

15 67. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
16 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
17 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
18 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

19 68. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
20 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set
21 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

22 69. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
23 entirety of the Parties' settlement terms as to the Released Claims. No other prior or contemporaneous
24 written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize
25 California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which
26 provide that a written agreement is to be construed according to its terms and may not be varied or
27 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
28 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

1 70. Amendment or Modification. No amendment, change, or modification to this
2 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

3 71. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
4 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
5 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
6 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
7 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
8 each other and use their best efforts to effectuate implementation of the Settlement. If the Parties are
9 unable to reach agreement on the form or content of any document needed to implement the Settlement,
10 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
11 the Parties may seek the assistance of the Court to resolve such disagreement.

12 72. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
13 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14 73. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
15 will be governed by and interpreted according to the laws of the State of California.

16 74. Execution and Counterparts. This Settlement Agreement is subject only to the execution
17 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
18 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
19 copies of the signature page, will be deemed to be one and the same instrument.

20 75. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
21 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
22 Settlement after arm's-length negotiations and in the context of adversarial threatened litigation, taking
23 into account all relevant factors, present and potential. The Parties further acknowledge that they are
24 each represented by competent counsel and that they have had an opportunity to consult with their
25 counsel regarding the fairness and reasonableness of this Settlement.

26 76. Invalidity of Any Provision. Before declaring any provision of this Settlement
27 Agreement invalid, the Parties direct the Court to first attempt to construe the provision as valid to the
28 fullest extent possible consistent with applicable precedents so as to define all provisions of this

1 Settlement Agreement valid and enforceable.

2 77. Waiver. No waiver of any condition or covenant contained in this Settlement
3 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
4 imply or constitute a further waiver by such party of the same or any other condition, covenant, right or
5 remedy.

6 78. Enforcement Actions. In the event that one or more of the Parties institutes any legal
7 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
8 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
9 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
10 expert witness fees incurred in connection with any enforcement actions.

11 79. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
12 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
13 more strictly against one party than another merely because it may have been prepared by counsel for
14 one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties,
15 all Parties have contributed to the preparation of this Settlement Agreement.

16 80. Representation By Counsel. The Parties acknowledge that they have been represented
17 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
18 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
19 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

20 81. All Terms Subject to Final Court Approval. All amounts and procedures described in
21 this Settlement Agreement herein will be subject to final Court approval.

22 82. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
23 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
24 Settlement Agreement.

25 83. Binding Agreement. The Parties warrant that they understand and have full authority to
26 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
27 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
28 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that

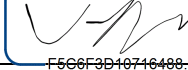
otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 6/23/2021 | 1:59 PM PDT

DocuSigned by:



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Vincent McKinney

**THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole**

Dated: _____

Mark Skidmore

Digitally signed by Mark
Skidmore

Date: 2021.06.24 07:43:09 -06'00'

By _____

Mark H. Skidmore

Director of Human Resources

APPROVED AS TO FORM

ACKERMANN & TILAJEF, PC

Dated: 6/23/2021 | 10:00 AM PDT

DocuSigned by:



By: _____

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Craig J. Ackermann

Attorneys for Plaintiff Vincent McKinney

EMPLOYMENT RIGHTS LAW GROUP

Dated: 6/23/2021 | 11:27 AM PDT

DocuSigned by:



By: _____

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Amir Seyedfarshi

Attorneys for Plaintiff Vincent McKinney

HIRSCHFELD KRAEMER LLP

Dated: June 24, 2021

By: _____


John F. Baum

Felicia Reid

Adam Maldonado

Attorneys for The Church of Jesus Christ of
of Latter-day Saints