

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

CASE TYPE: Civil Other/Miscellaneous

PASTOR DAVID BACON, PATRICIA
HEPNER, RUTH DOLD, AND SHARON
HVAM, individually and as representatives of a
class of similarly situated persons on behalf of
the Evangelical Lutheran Church in America
Retirement Plan and the ELCA Retirement Plan
for the Evangelical Lutheran Good Samaritan
Society,

Plaintiffs,

v.

BOARD OF PENSIONS OF THE
EVANGELICAL LUTHERAN CHURCH IN
AMERICA (D/B/A PORTICO BENEFIT
SERVICES), A MINNESOTA CORPORATION.

Defendant.

Court File No. 27-CV-15-3425
Judge Ronald L. Abrams

FINAL ORDER AND JUDGMENT

Upon consideration of Plaintiffs' Unopposed Motion for Final Approval of the Settlement of this action (the "Class Action") pursuant to the terms of a Class Action Settlement Agreement dated December 23, 2019 (the "Settlement Agreement"), the Court hereby orders and adjudges as follows:

1. For purposes of this Final Order and Judgment, capitalized terms used herein have the definitions in the Settlement Agreement, which is incorporated herein by reference.
2. In accordance with the Court's Orders, and as determined by this Court previously, notice was timely distributed by electronic or first-class mail to all members of the Settlement Class who could be identified with reasonable effort, and notice was published on the website maintained by Class Counsel.

3. The form and methods of notifying the Settlement Class of the terms and conditions of the Settlement Agreement met the requirements of Min. R. Civ. P. 23.03 (b), any other applicable law, and due process, and constituted the best notice practicable under the circumstances; and due and sufficient notices of the fairness hearing and the rights of all Settlement Class Members have been provided to all people, powers and entities entitled thereto.

4. Members of the Settlement Class had the opportunity to be heard on all issues regarding the resolution and release of their claims by submitting objections to the Settlement Agreement to the Court.

5. Each and every Objection to the settlement is overruled with prejudice.

6. The motion for final approval of the Settlement Agreement is hereby **GRANTED**, the Settlement of the Class Action is **APPROVED** as fair, reasonable, and adequate to the Plans and the Settlement Class, and the Settling Parties are hereby directed to take the necessary steps to effectuate the terms of the Settlement Agreement.

7. The operative complaint and all claims asserted therein are hereby dismissed with prejudice and without costs to any of the Settling Parties other than as provided for in the Settlement Agreement.

8. The Plan, the Class Representatives and Individual Plaintiff, and the Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) on their own behalves and on behalf of the Plan, hereby fully, finally, and forever settle, release, relinquish, waive, and discharge all Released Parties (including the Defendant and the Plan) from the Released Claims, regardless of, *e.g.*, whether or not such Class Members have executed and delivered a Former Participant Claim Form, whether or not such Class Members have filed an

objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

9. The Class Representatives and Individual Plaintiff, Class Members, and the Plans acting individually or together, or in combination with others, are hereby barred and enjoined from suing or seeking to institute, maintain, prosecute, argue, or assert in any action or proceeding (including but not limited to an IRS determination letter proceeding, a Department of Labor proceeding, an arbitration or a proceeding before any state insurance or other department or commission), any cause of action, demand, or claim on the basis of, connected with, or arising out of any of the Released Claims. Nothing herein shall preclude any action to enforce the terms of the Settlement Agreement in accordance with the procedures set forth in the Settlement Agreement.

10. Class Counsel, the Class Representatives and Individual Plaintiff, the Class Members, or the Plan may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with the Defendant, the Plans, and the other Released Parties or the decision to release, relinquish, waive, and discharge the Released Claims, or might have affected the decision of a Class Member not to object to the Settlement. Notwithstanding the foregoing, each Class Representative and Individual Plaintiff, Class Member, and the Plans has and have hereby fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims, and each Class Representative and Individual Plaintiff, Class Member, and the Plans has and have hereby acknowledged that the foregoing waiver was

bargained for separately and is a key element of the Settlement embodied in the Settlement Agreement of which this release is a part.

11. The Class Representatives and Individual Plaintiff, Class Members, and the Plans hereby settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including without limitation, Section 1542 of the California Civil Code, which provides: “A general release does not extend to claims which the creditor 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.” The Class Representatives and Individual Plaintiff, Class Members, and the Plans with respect to the Released Claims also hereby waive any and all provisions, rights, and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable, or equivalent in substance to Section 1542 of the California Civil Code.

12. The Court finds that it has subject matter jurisdiction over the claims herein and personal jurisdiction over Class Members, and expressly retains that jurisdiction for purposes of enforcing this Final Order and Judgment and the Settlement Agreement. Any motion to enforce paragraphs 8 through 12 of this Final Order and Judgment or the Settlement Agreement, including by way of injunction, may be filed in this Court, and the provisions of the Settlement Agreement and/or this Final Order and Judgment may also be asserted by way of an affirmative defense or counterclaim in response to any action that is asserted to violate the Settlement Agreement.

13. Each member of the Class shall hold harmless Defense Counsel and the Released Parties for any claims, liabilities, attorneys' fees, and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses.

14. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Current Participant and each Authorized Former Participant.

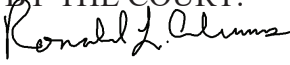
15. With respect to payments or distributions to Authorized Former Participants, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion.

16. Within twenty-one (21) calendar days following the issuance of all settlement payments to Class Members, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each person who was issued a settlement payment and the amount of such payment.

17. Upon entry of this Final Order and Judgment, all Class Members and the Plan shall be bound by the Settlement Agreement as amended and by this Final Order and Judgment.

SO ORDERED:

Dated: August 10, 2020

BY THE COURT: Abrams, Ron
 2020.08.10 12:02:23
-05'00'

Ronald L. Abrams
District Court Judge