

VIRGINIA:

IN THE CIRCUIT COURT FOR LOUDOUN COUNTY

CALVARY ROAD BAPTIST CHURCH,
et al.,

Plaintiffs,

v.

JASON MIYARES, *et al.*,

Defendants.

Civil Action No. CL 20006499

FILED
2024 MAR 15 P 3:53
CIRCUIT COURT
CLERKS OFFICE
LOUDOUN COUNTY, VA
TESTE: _____

SETTLEMENT AGREEMENT

Plaintiffs Calvary Road Baptist Church, Community Fellowship Baptist Church, Community Christian Academy, and Care Net (“Plaintiffs”), and defendants Jason Miyares and Christine Lambrou Johnson (“Defendants”), agree to the dismissal of this suit according to the terms below.

WHEREAS, Plaintiffs brought a pre-enforcement challenge in the action *Calvary Road Baptist Church v. Jason Miyares*, Civil Action No. CL 20006499 (the “Action”), alleging that SB 868, which amended certain provisions of Va. Code §§ 2.2-3904 & 3905, and HB 1429, codified at Va. Code § 38.2-3449.1, violated their statutory and constitutional rights;

WHEREAS, the State Corporation Commission was originally a defendant in this action, but was dismissed from the litigation on August 11, 2021 for lack of jurisdiction;

WHEREAS, the Supreme Court of Virginia decided *Vlaming v. West Point School Board*, 895 S.E.2d 705 (Va. 2023), while this case was pending before the circuit court;

WHEREAS, *Vlaming* holds that the government may not substantially burden the exercise of religion unless doing so is the least restrictive means available to prevent “overt acts” against public safety, peace, and good order. *Vlaming*, 895 S.E.2d at 723;

WHEREAS, Plaintiffs and Defendants (individually, each a “Party” and collectively, the “Parties”) desire to avoid further costs and expenses of litigation and believe it is in the best interest of all concerned to settle any and all disputes under the terms set forth in this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

a) Plaintiffs and all of their ministries are private religious corporations, associations, or societies under § 2.2-3904(C). Therefore, they are not subject to the regulation of places of public accommodations under Va. Code §§ 2.2-3900 and 2.2-3904. The Attorney General agrees that he therefore will not enforce the provisions of Va. Code §§ 2.2-3900 and 2.2-3904 with regard to the Plaintiffs’ provision of their services, use of their facilities, and publication of their beliefs in a manner consistent with their religious convictions about marriage, sexuality, and gender as alleged in the Complaint.

b) Plaintiffs and all of their ministries are religious corporations, associations, or societies under § 2.2-3905(E) such that the provisions of § 2.2-3905 do not apply to the employment of individuals of a particular religion to perform work associated with their activities and, further, § 2.2-3905 does not prohibit them from employing only individuals who profess and live according to religious beliefs held by Plaintiffs, including beliefs on abortion, marriage, sexuality, sex, and gender. The Attorney General agrees that he will not enforce § 2.2-3905 so as to require Plaintiffs to employ individuals who do not profess and live according to religious beliefs held by Plaintiffs.

c) Insofar that § 2.2-3905.1 would require Plaintiffs to accommodate disabilities related to gender dysphoria by paying for, either directly or through the purchase of insurance plans, gender-transition treatments or procedures such as puberty blockers, cross-sex hormone therapies, or sex reassignment surgeries, or any other gender-transition treatments or procedures that violate the religious beliefs of Plaintiffs, the Parties agree that such a requirement substantially burdens the exercise of Plaintiffs' religion. The Parties further agree that such a requirement is not the least restrictive means necessary to prevent the commission of overt acts invariably imposing a substantial threat to public safety, peace, or order. *Wlaming*, 895 S.E.2d at 721–22; see also *Burwell v. Hobby Lobby Stores, Inc.*, 573 U.S. 682, 728 (2014) (holding that a federal regulation requiring employers to purchase insurance that covered contraception for their employees substantially burdened the employers' exercise of religion and was not the least restrictive means of vindicating a compelling

government interest). The Attorney General agrees that he therefore will not enforce the provisions of Code § 2.2-3905.1 insofar that Plaintiffs refuse to accommodate disabilities related to gender dysphoria by paying for, either directly or through the purchase of insurance plans, gender-transition treatments or procedures such as puberty blockers, cross-sex hormone therapies, or sex-reassignment surgeries, or any other gender-transition treatments or procedures that violate the religious beliefs of Plaintiffs.

d) The Parties will each pay their own costs and expenses associated with litigating this case.

e) Plaintiffs release Defendants from all claims arising out of the facts alleged in the complaint and nonsuit their claims against Defendants pursuant to and consistent with the terms of this Settlement Agreement. Dismissal is without prejudice to Plaintiffs bringing another action to challenge SB 868 and HB 1429 should Defendants attempt to enforce the challenged provisions of those laws against Plaintiffs in the future.

e) Defendants do not admit any liability in this case.

f) Each Party acknowledges that it is not relying on the representations of any other Party or other Party's counsel. All Parties acknowledge that each has been directed to seek the counsel of its own attorney for advice regarding this Settlement Agreement.

g) No Party to this Settlement Agreement shall be held liable for a breach that is considered as minor and inoffensive to a reasonable person and if said breach

does not materially affect any of the substantive provisions of this Settlement Agreement. In the event any Party materially violates any of the provisions contained in this Settlement Agreement, without legal excuse, such violation shall constitute a material breach. Before any violation can be deemed a material breach of this Settlement Agreement, however, the breaching Party shall be given fifteen (15) days' written notice of the alleged breach and shall be given a reasonable opportunity to cure the alleged breach. The continued performance of the aggrieved Party following the breach shall not be deemed a waiver of said breach.

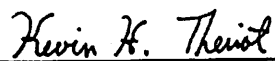
h) The Parties agree that any controversy or claim arising for breach of the terms of this Settlement Agreement shall be resolved by first using methods of alternative dispute resolution. The Parties agree that they will first submit any dispute that they may have to non-binding mediation by a mediator mutually acceptable to all parties in Virginia. If the Parties are unable to resolve their dispute by mediation, then they shall be required to submit the dispute to non-binding arbitration by an arbitrator in Virginia. Should the Parties be unable to resolve their dispute by arbitration, then the Parties agree that litigation may then occur. Any such claim shall be brought in a court of competent jurisdiction of the Commonwealth of Virginia.

i) This Settlement Agreement was entered into in good faith based upon arms-length negotiation between the Parties and their counsel. The language in all parts of this Settlement Agreement shall be construed according to its fair meaning and not strictly for or against any Party.

j) The terms of this Settlement Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia applicable to contracts to be performed wholly within the Commonwealth of Virginia, without regard to its conflict-of-laws or choice-of-law rules and principles.

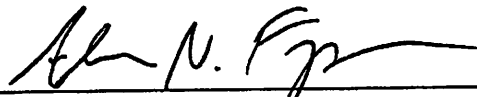
k) This Settlement Agreement constitutes the entire agreement between Plaintiffs and Defendants hereto pertaining to the Action, and supersedes and embodies, merges and integrates all prior and current agreements and understandings of Plaintiffs and Defendants, whether written or oral, with respect to the Action and this Settlement Agreement, and may not be clarified, modified, changed, or amended except in a writing duly executed by Plaintiffs and Defendants or an authorized representative.

Dated this 15th day of March, 2024.



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Counsel for Defendants

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CHURCH, COMMUNITY CHRISTIAN
ACADEMY, AND CARE NET,

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CHRISTINE LAMBROU JOHNSON, in
her official capacity as Director of Office
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UNOPPOSED MOTION FOR VOLUNTARY NONSUIT

Under Va. Code Ann. § 8.01-380, Plaintiffs respectfully move this Court for an Order of Nonsuit as to all remaining claims against Defendants Jason S. Miyares and Christine Lambrou Johnson in conformance with the Settlement Agreement attached as Exhibit A. Each party will bear its own costs and expenses associated with litigating this case. Plaintiffs state that:

1. They filed their complaint on September 28, 2020;
2. This Court dismissed all claims against Defendant State Corporation Commission on August 11, 2021;
3. No counterclaim, cross-claim, or additional claims have been filed; and,
4. No prior order of nonsuit has been sought or entered in this matter.

Undersigned counsel informed Defendants' counsel of the intended filing of this motion. Defendants' counsel indicated that Defendants do not oppose the Court granting this motion.

Respectfully submitted this 15th day of March, 2024.



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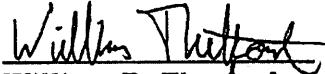
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Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of March 2024, the foregoing was filed with the Clerk of Court and served on counsel for all parties via email and via the United States Postal Service.


William R. Thetford
Counsel for Plaintiffs

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ORDER GRANTING MOTION FOR VOLUNTARY NONSUIT

IT APPEARING to this COURT that Plaintiffs' unopposed Motion to Nonsuit all remaining claims against Defendants Jason S. Miyares and Christine Lambrou Johnson pursuant to the parties' Settlement Agreement entered into on March 15, 2024 is well-taken, and

UPON representation of counsel that no previous Nonsuit has been taken and no counterclaim, cross-claim, or additional claims have been filed, it is hereby

ORDERED that all remaining claims against Defendants are Nonsuited without prejudice.

ENTERED this ___ day of _____, 2024.

Judge, CIRCUIT COURT FOR LOUDOUN COUNTY

WE ASK FOR THIS



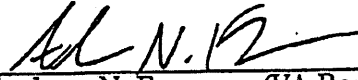
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SEEN AND AGREED



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