

The Honorable Theresa B. Doyle
Motion for Summary Judgment
Hearing: Friday, March 17, 2017 @ 9:00 a.m.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

THE PRESBYTERY OF SEATTLE, a
Washington nonprofit corporation; THE
FIRST PRESBYTERIAN CHURCH OF
SEATTLE, a Washington nonprofit
corporation,

Plaintiffs,

v.

JEFF SCHULZ and ELLEN SCHULZ, as
individuals and as the marital community
comprised thereof,

Defendants.

No. 16-2-03515-9 SEA
No. 16-2-23026-1 SEA
Consolidated

SECOND DECLARATION OF
SCOTT LUMSDEN IN SUPPORT
OF PLAINTIFFS' AMENDED
MOTION FOR SUMMARY
JUDGMENT IN *PRESBYTERY II*

I, Scott Lumsden, pursuant to RCW 9A.72.085, declare as follows:

1. I am over the age of eighteen, have personal knowledge of the matters set forth in this declaration, and am competent to testify about them.

2. I am an ordained Minister of Word and Sacrament and teaching elder in the Presbyterian Church (U.S.A.) (the "Church"). Since 2008 I have served as the Executive Presbyter of the Presbytery of Seattle, also known as Seattle Presbytery. On February 16, 2016, the Administrative Commission for First Presbyterian Church of Seattle (the

SECOND DECLARATION OF SCOTT LUMSDEN
IN SUPPORT OF PLAINTIFFS' AMENDED
MOTION FOR SUMMARY JUDGMENT - 1
500314172 v1925 FOURTH AVENUE

SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

1 “Administrative Commission”) appointed me as the person having authority to oversee the
2 property and financial affairs of First Presbyterian Church of Seattle (“FPCS”). I took
3 possession of the church premises after the Washington Supreme Court on July 26, 2016,
4 denied the defendants’ emergency motion for a stay in King County Superior Court No.
5 16-2-03515-9 SEA, Supreme Court No. 93374-0 (*Presbytery D*).

6 **A. Church doctrine**

7 3. The *Book of Order* sets forth principles and rules governing Presbyterian
8 pastors, who are called “teaching elders.” My declaration dated January 19, 2017,
9 described some of these provisions.

10 4. The “terms of call” for a pastor encompass all aspects of pastoral
11 compensation. This includes, without limitation, salary and benefits, COLA adjustments,
12 bonus payments, and agreements to pay severance.

13 5. A pastor is called by the congregation, not by the session. See G-2.0801
14 through G-2.0805 of the *Book of Order*. Under G-1.0503c, the congregation must approve
15 changing an existing pastoral relationship “by such means as reviewing the adequacy of
16 and approving changes to the terms of call of the pastor or pastors.” The bylaws for FPCS
17 (Exhibit B to the Declaration of David B. Martin) underscore this requirement. Article
18 VI(1) states: “There shall be an annual meeting of the congregation and corporation in the
19 church building during the first quarter, at which changes in the terms of call for the
20 pastor(s) shall be presented.”

21 6. G-2.0804 of the *Book of Order* requires the session to present to the
22 congregation any changes proposed in the pastor’s terms of call. For these changes to be
23 valid and binding upon the church, the congregation and the presbytery must approve
24 them. My earlier declaration attached decisions by the highest authority in the Church,
25 reaffirming and applying this principle in the context of severance agreements.

1 7. I have reviewed the minutes of FPCS congregational meetings. The
2 congregation last approved a change in the terms of call for Jeff and Ellen Schulz in 2009.
3 The congregation was not asked to, and it did not, approve the payment to the Schulzes of
4 \$15,000 in mid-2013, nor did it approve the severance agreements upon which the
5 Schulzes now seek to rely. The presbytery also did not approve them.

6 8. “Renunciation of jurisdiction,” as that phrase is used in the *Book of Order*,
7 describes an action taken (or deemed to be taken) by a ruling elder or a teaching elder by
8 which that elder separates permanently from the Church.

9 9. Exhibit A to my earlier declaration is a letter from Jeff and Ellen Schulz to
10 Karen Breckenridge, the stated clerk of Seattle Presbytery, which Seattle Presbytery
11 received on December 16, 2015. In this letter the Schulzes “renounce jurisdiction of the
12 Presbyterian Church (USA), per G-2.0509 and G-2.0407 of the Book of Order.” G-2.0509
13 of the *Book of Order*, entitled “Renunciation of Jurisdiction,” states as follows:

14 When a teaching elder (or authorized representative) submits to the stated
15 clerk of the presbytery of membership a written statement renouncing the
16 jurisdiction of this church, the renunciation shall be effective upon receipt.

17 * * *

18 Renunciation of jurisdiction shall remove the teaching elder from
19 membership and ordered ministry and shall terminate the exercise of that
20 ministry. The renunciation shall be reported by the stated clerk at the next
21 meeting of the presbytery, which shall record the renunciation, delete her
22 or his name from the appropriate roll, and take such other administrative
23 actions as may be required by this Constitution, including public
24 communication of such a renunciation.

25 10. The term “membership” as used in G-2.0509 means membership in the
presbytery. A teaching elder must be a member of the presbytery in order to serve as a
pastor in that presbytery. A pastor is never a member of the congregation that he or she
serves, but only of the presbytery.

1 11. In the *Book of Order*, the phrase “ordered ministry” encompasses the roles
2 of teaching elders, ruling elders, and deacons. See G-2.0102, D-2.0203. As used in G-
3 2.0509, removal “from . . . ordered ministry” means that a teaching elder ceases to be a
4 teaching elder when the stated clerk receives that person’s written renunciation of
5 jurisdiction. The effect is automatic and immediate. Under the Constitution of the
6 Church, therefore, Jeff and Ellen Schulz ceased to be pastors of FPCS on December 16,
7 2016.

8 12. In their declarations Jeff and Ellen Schulz state that, notwithstanding their
9 renunciation of jurisdiction, they continued to perform their pastoral duties as before.
10 That statement assumes, among other things, that FPCS was not a part of the Church when
11 they renounced the jurisdiction of the Church. But as the Administrative Commission
12 determined, and Judge Roberts affirmed, FPCS was at all times, and it remains, part of the
13 Church, and its elders were bound by the *Book of Order*. The attempted “disaffiliation”
14 that the Schulzes refer to in the first paragraph of their letter was invalid and without
15 effect, and they could not function as pastors at FPCS after they renounced jurisdiction.

16 13. Jeff and Ellen Schulz also state that they continue to serve “as pastors to
17 the disaffiliated FPCS members.” Under the Constitution of the Church, there is no such
18 thing as a “disaffiliated member” of a congregation. On the contrary, “disaffiliated
19 member” is an oxymoron. And there is no way to be named, called, employed, or
20 recognized as a pastor except by submitting to the discipline of the Church.

21 14. The *Book of Order* uses the phrase “good standing” in a number of places
22 to describe someone against whom no disciplinary or other adverse action has been taken.
23 A teaching elder whose name has been removed from the roll and whose ministry has
24 been terminated is not in good standing under the Church Constitution. On the contrary,
25 that person has no relationship with the Church.

1 **B. Church oversight and discipline**

2 15. The *Book of Order* contains rules of church discipline that apply in
3 remedial and disciplinary cases. A remedial case addresses an irregularity or delinquency
4 (i.e., an erroneous decision or action, or an omission or failure to act). See D-2.0202. A
5 disciplinary case in one in which a church member or a person in an ordered ministry may
6 have committed an offense. See D-2.0203.

7 16. Remedial and disciplinary cases necessarily address specific acts or failures
8 to act. An example of such a case is *Elvig v. Ackles*, 123 Wn. App. 491 (2004). I am very
9 familiar with the facts that underlie *Elvig*, because I succeeded Monica Elvig as associate
10 pastor of Calvin Presbyterian Church in Shoreline and worked closely with the Rev. Will
11 Ackles, who served as the head of staff of that church. Pastor Elvig alleged that Pastor
12 Ackles engaged in sexual harassment. When, after an investigation, the presbytery
13 decided not to file charges, Pastor Elvig appealed that decision to the Permanent Judicial
14 Commission of North Puget Sound Presbytery. The Commission affirmed. Pastor Elvig
15 then filed suit in civil court.

16 17. Where the question presented is not alleged misconduct by an individual
17 but the ability or willingness of a session to wisely govern a congregation, the *Book of*
18 *Order* (in G-3.0303) provides for the naming of an administrative commission. The
19 circumstances that led to the appointment of the Administrative Commission in this case
20 are described in its initial report and the decisions rendered by Judge Roberts on May 27,
21 2016. An example of another case involving an administrative commission is *Presbytery*
22 *of Seattle, Inc. v. Rohrbaugh*, 79 Wn.2d 367 (1971).

23 18. In the course of its investigation, the Administrative Commission found
24 evidence of misconduct by Jeff and Ellen Schulz. Had they still been pastors, such
25 evidence would have warranted bringing a disciplinary case against them. But

1 disciplinary cases can only be brought against persons who are still part of the Church. A
2 disciplinary case must be dismissed if the subject of that case renounces the jurisdiction of
3 the Church. See D-3.0106 (“Jurisdiction in judicial process ends when a person in an
4 ordered ministry . . . renounces the jurisdiction of the church”). The Schulzes renounced
5 jurisdiction just as the Administrative Commission’s investigation was getting underway.

6 **C. Lloyd Lunceford**

7 19. Paragraph 20 of Jeff Schulz’s declaration dated March 6, 2017, discusses
8 the hiring of Lloyd Lunceford in April 2014 “to update FPCS’s corporate documents.”
9 Jeff Schulz goes on to state, under penalty of perjury, that the session “did not hire Mr.
10 Lunceford to advise the Session regarding disaffiliation or ‘misappropriation’ of church
11 property.”

12 20. Attached as **Exhibit A** is a true copy of the engagement letter that Lloyd
13 Lunceford sent to Jeff Schulz on April 16, 2014. The letter was countersigned by David
14 Martin, a member of the session, on May 15, 2014. Mr. Lunceford’s engagement letter
15 describes his Scope of Work as follows:

16 The board of trustees, upon signature below, authorize our engagement to
17 represent and advise Seattle First Presbyterian Church *in connection with*
church property matters. [Emphasis added.]

18 21. I am aware that Mr. Lunceford advised the defendants during the
19 Administrative Commission’s investigation and that he has continued to advise them
20 throughout this litigation, though he has not formally appeared.

21 22. In November 2016 I received a bill from Mr. Lunceford for \$138,925.74,
22 reflecting work done on behalf of the defendants in this case and *Presbytery I*. Attached
23 as **Exhibit B** is a true copy of Mr. Lunceford’s bill and my letter to him dated November
24 22, 2016.

1 **D. Payments to the Schulzes in December 2013**

2 23. The declarations filed by Ellen Schulz and David Martin on March 6, 2017,
3 characterize the outside-payroll payments of salary to Jeff and Ellen Schulz in December
4 2013 as a “loan or advance.” This is the first time that I have seen or heard these
5 payments described as either a “loan” or an “advance.”

6 24. The checks by which the payments were made, copies of which are
7 attached to Ellen Schulz’s declaration, state that they constitute “Jeff’s salary in lieu of
8 December 1-15 [16-31] paycheck” and “Ellen’s salary in lieu of December 1-15 [16-31]
9 paycheck.”

10 25. I have reviewed the session minutes for this period. They do not reflect
11 any discussion of salary payments outside of normal payroll. For example, the minutes do
12 not reflect a decision to pay the co-pastors 1/12 of their salary outside of payroll, or a
13 decision to make a “loan or advance” to them. Any such decision would be highly
14 irregular, and discussion reflected in the session minutes would prompt questions by the
15 presbytery when it reviewed those minutes.

16 26. The memorandum prepared by David Martin in January 2014, attached as
17 Exhibit F to my earlier declaration, describes the arrangement as one in which the
18 Schulzes “defer their salaries for December 2013 to a future period.” He also speaks of
19 withholdings being due “when the Schulz [sic] decide to recognize the income.”

20 27. The books and records of the church do not contain any promissory note
21 signed by the Schulzes. Nor is there any document suggesting terms for repayment (e.g., a
22 payment schedule or an interest rate).

23 28. The books and records of the church do not reflect any action taken by the
24 session or others to forgive a “loan or advance” to the Schulzes.

25

1 29. When Ellen Schulz wrote to the FPCS bookkeeper in November 2016 and
2 asked that her and Jeff's W-2s be increased by \$11,182.20, she did not refer to a "loan or
3 advance." Rather, she said that some of their 2013 salary had been "deferred" and that
4 they wanted it now to "be realized." See Exhibit G to my earlier declaration.

5 **E. Payments to the Schulzes after December 16, 2015**

6 30. The declarations of Jeff and Ellen Schulz note that they continued to be
7 paid after renouncing the jurisdiction of the Church. This is not because such payments
8 were approved, either explicitly or implicitly, by Seattle Presbytery, but rather because the
9 former session members as well as the Schulzes were asserting that they were no longer
10 subject to the presbytery's jurisdiction.

11 31. When the Administrative Commission issued its initial report on February
12 16, 2016, paragraph 20 of its actions directed "all persons who were responsible for any
13 financial transactions involving FPCS since December 31, 2014, to provide a full
14 accounting of such transactions" within five days. Paragraph 17 stated that, until the
15 Administrative Commission directs otherwise, "no church or corporate funds of FPCS
16 may be used or expended without the prior approval of the Administrative Commission
17 acting as the session." The Schulzes and the former session members ignored these
18 instructions. This is the only reason why the Schulzes continued to be paid their "regular
19 pastoral compensation," as Jeff Schulz describes it in paragraph 10 of his declaration.

20 32. The Amended Complaint in *Presbytery I* includes the following
21 allegations:

22 84. Defendants Jeffrey Schulz and Ellen Schulz received compensation
23 from FPCS in excess of their congregation-approved terms of call. To the
24 extent that their compensation exceeded their approved terms of call, it
lacked an adequate legal basis.

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86. Defendants Jeffrey Schulz and Ellen Schulz received compensation and benefits from FPCS after they had renounced the jurisdiction of the Church. Their cash compensation alone exceeded \$137,000 from December 16, 2015, through November 6, 2016. There was no legal basis for them to receive such compensation and benefits.

87. Defendants Jeffrey Schulz and Ellen Schulz received compensation and benefits from FPCS while serving a congregation that is unaffiliated with FPCS and that is unaffiliated with the Church. This congregation was led by the other defendants, who would have needed to compensate Jeffrey Schulz and Ellen Schulz had the Schulzes not continued to draw compensation from FPCS.

33. The monetary claims asserted in *Presbytery I* were not resolved by the partial summary judgment entered by Judge Roberts or her grant of declaratory relief. They have not been waived, and they remain to be resolved.

34. On July 20, 2016, the defendants in *Presbytery I* filed an emergency motion for stay with the Washington Supreme Court. The motion and its supporting declarations claimed hardship if Judge Roberts's declaratory judgment dated May 27, 2016, were given effect. I filed a declaration in opposition to the motion on July 22, 2016. In this declaration I stated:

25. It is claimed that petitioners Jeff and Ellen Schulz have valid severance agreements with FPCS. If the stay is not issued, the Schulzes will have no role in leading worship services or otherwise ministering at FPCS, having renounced the jurisdiction of the Church and, with it, their employment. As an accommodation, however, the true church's Session will pay the Schulzes at their current rate of pay until the earlier of either the resolution of this appeal or until the propriety of those agreements is addressed and, if need be, adjudicated.

35. Consistent with this undertaking and with the Ruling Denying Emergency Motion for Stay, we paid the Schulzes until 30 days after their petition for review was denied. Contrary to the implication in their declarations, this was only an accommodation and one entirely consistent with (a) the Administrative Commission's supplemental report

1 and (b) the relief sought in *Presbytery II*—namely, a declaration that the Schulzes'
2 severance agreements are invalid, inapplicable, and unenforceable.

3 I declare under penalty of perjury under the laws of the State of Washington that
4 the foregoing is true and correct.

5 EXECUTED this 13th day of March 2017 at Seattle, Washington.

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8 _____
9 Scott Lumsden

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EXHIBIT A

TAYLOR PORTER

ATTORNEYS AT LAW

Founded 1912

LLOYD J. LUNCERORD
Partner

(225) 381-0273 TELEPHONE
(225) 346-8049 FACSIMILE
(225) 215-8721 DIRECT FAX
lloyd.luncerord@taylorporter.com

April 16, 2014

VIA E-MAIL and U.S. MAIL

Rev. Jeff Schulz
Co-Pastor
Seattle First Presbyterian Church
1013 8th Ave.
Seattle, WA 98104

RE: Terms of Engagement for Legal Services

Dear Rev. Schulz:

This letter sets forth the standard terms of our proposed engagement as legal counsel for Seattle First Presbyterian Church. Unless modified in writing by mutual agreement, these terms will be binding on client and counsel alike. Please see that the appropriate signature(s) indicating acceptance are affixed on the back page and return this original with the retainer deposit discussed below. We suggest the client retain a copy of this agreement in its files.

1. Scope of Work. The board of trustees, upon signature below, authorize our engagement to represent and advise Seattle First Presbyterian Church in connection with church property matters. We will at all times act on the client's behalf to the best of our professional ability, and consistent with our professional obligations. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.
2. Lead Counsel. Customarily, each client is served by a lead attorney within the Firm who retains overall responsibility for the matter and is your primary point of contact with the Firm. While the lead attorney will be someone in whom you have confidence and with whom you enjoy working, subject to the supervisory role of the lead attorney, parts of the work may be performed by other attorneys and legal assistants in the Firm. This delegation of work may be for the purpose of involving attorneys or legal assistants with special expertise in a given area or for the purpose of providing services to you on the most cost-efficient and timely basis possible. Whenever practical, we will advise you of the names of those attorneys and legal assistants who work on your matters, but it is anticipated that the substantial portion of the work will be performed personally by your lead attorney. A portion of the work performed under this agreement may be in coordination with in-state, Washington counsel retained by the client.

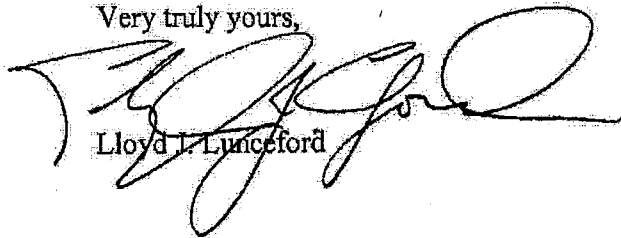
3. Avoiding Conflicts. We have protected the client's interest and ours by conducting an investigation to ensure that the representation of your interests are not in conflict with our representation of any other client. Our investigation has not revealed any conflict of interest, and we are therefore free to enter into an attorney/client relationship with Seattle First Presbyterian Church.
4. Our Professional Fees. We charge on an hourly basis, broken down to quarter hour increments. The firm's hourly rates are reviewed annually. This writer will bill at the rate of \$340.00 per hour, the minimum hourly rate under the firm's graduated fee schedule. We reserve the right to adjust our hourly rates (no more than once per calendar year) and, if we adjust our billing rates during the course of this matter, we will notify you in advance in writing. We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, discovery, court appearances and other related matters. If we are requested to estimate the amount of fees and costs likely to be incurred in connection with a particular stage or project, we will furnish an estimate based upon our professional judgment, but with an understanding that it is not a fixed-fee quotation. The ultimate cost may be more or less than the amount estimated.
5. Expenses. Although our standard practice is to send most bills to you for direct payment, we may incur and pay on your behalf certain out-of-pocket costs arising in connection with legal services. Whenever such costs are incurred, we will bill you for reimbursement of those costs. Such costs may include long-distance telephone; messenger, courier and express-delivery; copy charges; telecopy and fax charges; printing and reproduction; filing fees; deposition and transcript costs; witness fees; and authorized travel expenses. When we incur outside costs we do so as agents for you as our client, and incur internal expenses on your behalf. You agree that these fees and costs will be paid on a timely basis.
6. Retainer Deposits. *A retainer deposit of \$5,440.00 must be sent to the Firm before work is undertaken in connection with a matter. The check should be made payable to "Taylor, Porter, Brooks & Phillips" and mailed to the address indicated above, to the attention of Lloyd J. Luncford. This retainer will be deposited into a non-interest-bearing client trust account. This retainer deposit is not an estimate of actual cost. Actual cost may be more or less, depending on the scope of the work authorized. At the conclusion of our representation, and following the payment of any outstanding invoices for such services, the retainer will be returned to the client (or, if requested by the client, will be debited against any final invoice). If the client specifically requests that the retainer be debited against regular invoices (i.e., not the final invoice), the client may be asked to provide an additional retainer amount when the initial retainer amount is exhausted. In the event that any invoice for fees or costs remains unpaid after 90 days from the date of the invoice, we will deduct such amount from the retainer to pay the invoice and will expect the client to replenish the retainer to its original amount at that time.*

7. Termination. The client may terminate our representation at any time, with or without cause, by notifying us in writing. If such termination occurs we will promptly withdraw from the matter and cease all further work on the client's behalf. (Termination of our legal services, however, may cause us to briefly incur additional legal fees and out-of-pocket costs in connection with an orderly transition, and the client will be responsible to pay such fees and costs.) If we represent the client in a lawsuit, our ability to withdraw from the suit may be subject to approval from the appropriate court. The client's papers and property will be returned to the client or disposed of as the client directs. Our own files pertaining to the case will be retained.
8. Billing Arrangements and Terms of Payment. We will bill the client on a monthly basis for both fees and expenses paid on its behalf. Detailed description of all services provided will be furnished, and billing will be in quarter hour increments. The client agrees to make payment within thirty (30) days of receiving our invoice. Unpaid fees and expenses may (at our discretion) accrue interest at the rate (noncompounded) of one percent (1%) per month (12% per year) 90 days from the invoice date. If the client's account becomes delinquent we may withdraw from the representation and pursue collection of the client's account. The client agrees to pay the above-referenced charges and the costs of collecting the debt, including court costs, filing fees and reasonable attorney's fees.
9. Questions About Your Bill. If you have questions about your bill or our services, please take up the question first with your lead attorney.

The above terms and conditions are all standard and customary, but if you have any questions we invite you to let us know. It is our honor to represent and advise Seattle First Presbyterian Church. We take our professional obligations seriously, and will work diligently and ethically on our client's behalf. We look forward to representing SFPC and working with its designated representatives.

With best personal regards, I am

Very truly yours,



Lloyd L. Luncford

LJL/ss

Rev. Jeff Schulz
April 16, 2014
Page 4

Acceptance:

I have read this letter and understand it and agree to these terms and conditions.

Dated this 15th day of May, 2014.

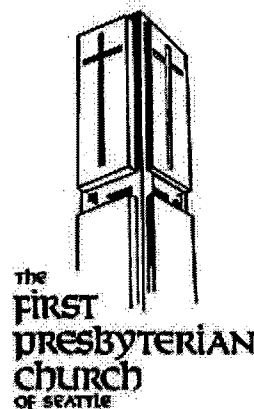
By: *David R. [Signature]*
authorized representative of
Seattle First Presbyterian Church

EXHIBIT B

November 22, 2016

By Email & U.S. Mail

Taylor, Porter, Brooks & Phillips L.L.P.
P.O. Box 2471
Baton Rouge, LA 70821
Attn: Lloyd J. Lunceford



Re: Invoice dated November 16, 2016

Dear Mr. Lunceford:

Enclosed is a statement for professional services dated November 16, 2016, that you submitted to First Presbyterian Church of Seattle ("First Presbyterian"). First Presbyterian did not request these services and did not authorize you to perform them. First Presbyterian, therefore, has no obligation to pay you and will not do so.

Furthermore, to the extent that you ever had a valid attorney-client relationship with First Presbyterian, that relationship ended when you undertook to represent the former co-pastors and session members against the interests of First Presbyterian.

Regards,

The First Presbyterian Church of Seattle

A handwritten signature in black ink, appearing to read "SLO".

Scott Lumsden, Business Manager

TAYLOR PORTER

ATTORNEYS AT LAW

Founded 1912

Taylor, Porter, Brooks & Phillips L.L.P.

P.O. Box 2471
Baton Rouge, LA 70821
(225) 387-3221
Fed ID# 72-0402904

INVOICE

November 16, 2016

Seattle First Presbyterian Church
1013 8th Avenue
Seattle, WA 98104

Invoice# 222391 LJL
Our file# 6729 00001
Billing through 10/31/2016

Church Property Matters

Balance forward as of invoice dated	October 13, 2016	\$170,200.24
Payments received since last invoice		\$35,954.50
Accounts receivable balance carried forward		<u>\$134,245.74</u>

PROFESSIONAL SERVICES

10/03/2016	LJL	Email with B. Leaverton, R. Beighle, D. Kittle and P. Williamson re: presbytery's additional discovery requests.	0.50 hrs	\$180.00
10/06/2016	LJL	Emails with D. Kittle and P. Williamson re: additional discovery requests.	1.00 hrs	\$360.00
10/07/2016	LJL	T/c from J. Schulz re: litigation status.	0.50 hrs	\$180.00
10/10/2016	LJL	Email with R. Beighle, PTW, and D. Kittle re: additional presbytery discovery request.	0.50 hrs	\$180.00
10/11/2016	LJL	Review of WA Sp. Ct. Op. denying appl for review; email to E. Gettell.	1.00 hrs	\$360.00
10/12/2016	LJL	Review of cases cited by WA Sp Ct op in denying writs; email from E. Gettell and R. Beighle re: sched conf call to discuss litigation strategy; t/c with D. Martin to discuss post-Sp Ct decision litigation strategy.	3.00 hrs	\$1,080.00
10/17/2016	LJL	T/c with D. Martin; email to E. Gettell; conf. call with clients and LP attorneys to discuss litigation next steps, prospects for mediation.	1.50 hrs	\$540.00
10/19/2016	LJL	Conf. call with E. Gettell, Amanda Bozza, and Lane Powell attorneys re: litigation status; notes for file.	1.50 hrs	\$540.00
10/21/2016	LJL	Email from B. Leaverton re: post-hearing issues, including discovery, mediation, settlement options; email re: scheduling of client conference call; email from D. Kittle re: Presbytery's Third Set of Discovery Requests; drafting reply.	1.00 hrs	\$360.00
10/24/2016	LJL	Conference call with B. Leaverton, R. Beighle, and client contact on litigation/mediation next steps.	0.50 hrs	\$180.00

	Seattle First Presbyterian Ch.	Invoice# 222391	Page 2
10/31/2016	LJL	Review of multiple emails re: mediation, trial consolidation, new trial dates, suspension of motion practice, and other property litigation matters; email with client contacts.	2.00 hrs \$720.00

\$4,680.00

BILLING SUMMARY

Lunceford, Lloyd J.	13.00 hrs	\$360.00 /hr	\$4,680.00
TOTAL FEES	<u>13.00 hrs</u>		<u>\$4,680.00</u>

TOTAL PROFESSIONAL SERVICES	<u>\$4,680.00</u>
TOTAL CHARGES FOR THIS INVOICE	<u>\$4,680.00</u>
PLUS NET BALANCE FORWARD	<u>\$134,245.74</u>
TOTAL BALANCE NOW DUE	<u><u>\$138,925.74</u></u>

Please remit payment within 30 days of invoice date. Please include our file number and invoice number on the payment.