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

THE PRESBYTERY OF SEATTLE, a
Washington nonprofit corporation; and
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

JUDGMENT IN *PRESBYTERY II*

Clerk's Action Required

SUMMARY OF JUDGMENT

Pursuant to RCW 4.64.030, the following information should be entered in the

Clerk's Execution Docket:

1. Judgment Creditors: The Presbytery of Seattle and The First
Presbyterian Church of Seattle
2. Judgment Creditors' Attorneys: K&L Gates, LLP
Robert B. Mitchell
925 Fourth Avenue, Suite 2900
Seattle, WA 98104

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3. Judgment Debtors: Jeff Schulz and Ellen Schulz
4. Costs and Statutory Fees: \$440.00

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JUDGMENT FOR PLAINTIFFS

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After the Court entered its Order Granting Plaintiffs' Amended Motion for Summary Judgment in *Presbytery II*; Declaratory Judgment ("Summary Judgment Order") on March 22, 2017 (Dkt. No. 219 under Case No. 16-2-03515-9 SEA), this matter came before the Court on plaintiffs' Notice of Presentation of Bill of Costs and Judgment pursuant to Civil Rule 54(d)-(f). The Court, having reviewed the Bill of Costs and this proposed Judgment, and having considered the response or objection of the defendants, if any, enters judgment as follows:

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A. Plaintiffs are awarded costs and statutory attorneys' fees against defendants Jeff and Ellen Schulz ("Defendants"), jointly and severally, in the total amount of \$440.00.

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B. Judgment is entered for plaintiffs dismissing Defendants' counterclaims for breach of contract and violation of RCW 49.52.050.

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C. Judgment is entered for plaintiffs on their lone claim for Declaratory Judgment.

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D. The Court confirms its declaratory judgment in favor of plaintiffs, as set forth in the Summary Judgment Order, as follows:

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1. The Presbyterian Church (U.S.A.) is a hierarchical church in which the determinations of Seattle Presbytery, through its Administrative Commission for First

1 Presbyterian Church of Seattle (the “Administrative Commission”), are conclusive and
2 binding on the session, trustees, and congregation of First Presbyterian Church of Seattle
3 (“First Presbyterian”).

4 2. As previously determined by this Court in Case No. 16-2-03515-9 SEA,
5 the Administrative Commission now acts as the session and as the trustees of First
6 Presbyterian.

7 3. The findings and rulings of the Administrative Commission contained in
8 the First Supplemental Report of the Administrative Commission for First Presbyterian
9 Church of Seattle (August 25, 2016) are conclusive and binding in all determinations of
10 church policy and governance related to First Presbyterian.

11 4. The Severance Agreement between Jeff Schulz and First Presbyterian
12 dated November 10, 2015, and the Severance Agreement between Ellen Schulz and First
13 Presbyterian dated November 10, 2015, (together the “Severance Agreements”) are
14 invalid, inapplicable, and unenforceable.

15 5. The Severance Agreements are invalid because they constitute a change in
16 the terms of call for Jeff Schulz and Ellen Schulz and, as such, had to be approved by both
17 the congregation of First Presbyterian and Seattle Presbytery. The former leaders of First
18 Presbyterian failed to request or to obtain the approval of either the congregation or the
19 presbytery, so the Severance Agreements never came into effect.

20 6. The Severance Agreements are inoperative because Jeff and Ellen Schulz
21 terminated their pastoral relationships when they renounced the jurisdiction of the
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1 Presbyterian Church (U.S.A.) in December 2015. The employment of Jeff and Ellen
2 Schulz by First Presbyterian ceased effective December 16, 2015.

3 7. The Severance Agreements presume conditions that have not and cannot be
4 fulfilled because Jeff and Ellen Schulz, through their renunciation of jurisdiction, ceased
5 to serve in good faith and in good standing as pastors of First Presbyterian.
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7 8. The Severance Agreements purport to replace the standards of pastoral
8 conduct in the *Book of Order* of the Presbyterian Church (U.S.A.) with a “good cause”
9 standard for terminating the pastorates of Jeff and Ellen Schulz. The Administrative
10 Commission determined that this is improper.

11 9. Jeff and Ellen Schulz have no rights under the Severance Agreements.

12 10. First Presbyterian has no obligation to Jeff or Ellen Schulz under the
13 Severance Agreements.
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15 E. This judgment constitutes a final judgment on plaintiffs’ claims against
16 Defendants, as well as Defendants’ counterclaims, in the case originally captioned
17 *Presbytery of Seattle and First Presbyterian Church of Seattle v. Jeff and Ellen Schulz*,
18 Case No. 16-2-23026-1 SEA (“*Presbytery II*”).

19 DATED this 3 day of April, 2017.

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23 THE HONORABLE THERESA DOYLE
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1 Presented by:

2 K&L Gates LLP

3

4 By /s/ Robert B. Mitchell

5 Robert B. Mitchell, WSBA #10874

6 Peter A. Talevich, WSBA #42644

7 Attorneys for Plaintiffs

8 Mills Meyers Swartling

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10 By /s/ David D. Swartling

11 David D. Swartling, WSBA #6972

12 Attorneys for Plaintiffs

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