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December 15, 2023

Via electronic mail

Jeremiah Burke
burke.n.jeremiah@gmail.com

Re: Jeremiah Burke, et al. v. McLean Bible Church, CL-2022-12576

Dear Jeremiah:

I write to you to summarize the facts and events regarding your suit against McLean Bible Church (the “Church” or “MBC”) which recently concluded with our nonsuit.

This matter was a civil action which concerned a breach of the Church’s governing constitution arising from its affiliation with the Southern Baptist Convention (the “SBC”). This relationship was a direct violation of Art. I, Section 2 of the Church’s constitution, which states –

“This church shall not, and cannot be affiliated with any denomination, but shall remain independent for the promotion of the Gospel of our Lord Jesus Christ.”

We filed a complaint in late 2022 seeking an accounting of the Church’s relationship with SBC and a possible injunction to terminate the relationship as a violation of the MBC Constitution.

The Church filed three separate motions to dismiss our Complaint, including a Plea In Bar which led to a half-day trial before Judge Leary of the Circuit Court. Every one of these motions was denied – and our case went forward without losing any counts.

The purpose of the case was discovering the truth of the SBC relationship; however, the Church was initially resistant to providing us the requested records. The parties eventually agreed to a “Protective Order” in April 2023 whereby parties could designate discovery material as “confidential.” After that, the Church proceeded to designate everything as confidential, which we respected insofar as we needed to prosecute the case with minimal distractions.

The discovery process necessitated several follow-up requests for documents, as well as sworn depositions, going to the heart of the matter. When the Church was deposed as a corporate entity, the designees, Chuck Hollingsworth and Sasha Varghese, had no first-hand knowledge as they were not participants in any of the Church’s affiliation decisions in 2016-2017.

Through the subpoena and ensuing depositions of Dale Sutherland and William “Bill” Steele, former leaders of the Church, we uncovered definitive information about the Church’s affiliation with the SBC of Virginia convention.

Throughout this litigation, the affiliation, which the Church referred to as a “partnership”, has been colored as a “church planting” operation by Church leadership and that the SBC relationship only amounted to joint contributions to MBC’s New City Network program. This is not the case.

Instead, it is now apparent that the Church formally affiliated with the SBC’s Virginia convention on August 28, 2017. In the Church’s partnership form, it (i) declares it is “in full agreement with the purpose and doctrinal position of the SBCV,” (ii) affirms the “Baptist Faith & Message 2000,” (iii) pledges to financially contribute to the SBC’s “Cooperative Program” and (iv) recognizes its “member church obligations” to the SBC.

Financial records disclosed by the Church show a labyrinthine network of money transfers back and forth between MBC, SBC, and the New City Network during the years 2017-2021. Current and former Church leaders deposed could not explain the reasons for this unorthodox payment structure, or state with confidence where the money went specifically.

We discovered, through a subpoena of the SBC’s Virginia convention, that **MBC transferred over \$2 million in “gifts” to the SBC** (a portion of this was from annual offerings which were unrestricted in nature and a portion was passed through by the New City Network). In return, the Church was given its own SBC ID number and was eligible to send delegates to the SBC’s “Annual Meeting” to vote on binding SBC policy. This disclosure was confirmed by the Church’s own financial records and admitted under oath by Church leaders. In effect, an affiliation was formed with SBC, and we found that it was much more comprehensive than first believed.

Notably, despite the fact that all payments were explained away as being for “church planting”, payments had been made to the SBC’s “Cooperative Program” which had far wider application than just seeding churches in the DC metropolitan area. Unhelpfully, neither the Church nor the New City Network provided a full accounting of the funds transferred to the SBC (or the \$5 million that was used to fund the New City Network) to clear up any confusion around what the Church’s contributions actually went to.

Discovering these facts, we “nonsuited” (voluntarily dismissed) our suit against the Church because we accomplished our objectives by obtaining a more substantive picture of the Church’s affiliation with the SBC, and confirming that the true nature of that affiliation was not disclosed to the Church’s congregation.

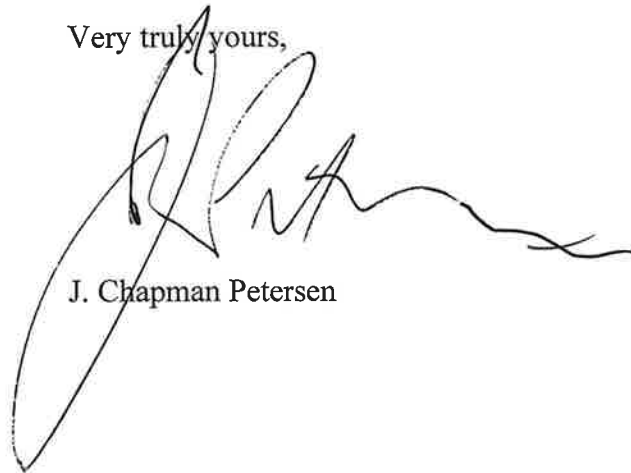
In our motion to nonsuit, we asked the Court to stay the dismissal until a hearing of the Protective Order, where we asked the Court to strike the Church’s designation of all discovery material as “confidential” so that it may be disclosed to the congregation.

Letter to Jeremiah Burke
December 15, 2023
Page 3 of 3

On Friday, November 3, 2023, the Court held a hearing on our motion to strike the Church's confidential designation of all produced documents. Our motion was granted in part, leaving only the Church's Elder Board and Executive Committee meeting minutes under the Protective Order's coverage. Most of the information is now free for release.

We leave it to you to disseminate the truth to your fellow congregants and provide this letter as a brief history of the litigation.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Chapman Petersen', with a large, sweeping flourish extending to the right.

J. Chapman Petersen