

The Honorable Theresa 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; 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

SECOND DECLARATION OF  
SHELLEY M. DAHL IN SUPPORT  
OF PLAINTIFFS' AMENDED  
MOTION FOR SUMMARY  
JUDGMENT IN *PRESBYTERY II*

I, Shelley M. Dahl, pursuant to RCW 9A.72.085, declare as follow:

1. I am a Ruling Elder at University Presbyterian Church, a member of the  
Presbytery of Seattle (the "Presbytery"), and co-moderator of the Administrative  
Commission for First Presbyterian Church of Seattle ("FPCS"). I have personal  
knowledge of the matters set forth in this declaration and am competent to testify about  
those matters.

2. The Declaration of Jeff Schulz submitted in opposition to plaintiffs'  
amended motion for summary judgment refers to a letter dated September 21, 2014, that

1 he sent to Seattle Presbytery representatives. I was one of those representatives. Attached  
2 as **Exhibit A** is a true copy of the email that Jeff Schulz sent to me and others at the end of  
3 the day on September 24, 2014, attaching the letter dated September 21.

4 3. The September 21 letter refers to a decision by the FPCS Session to retain  
5 Louisiana lawyer Lloyd Lunceford. The letter asserts, and the Declaration of Jeff Schulz  
6 repeats, that Mr. Lunceford was hired to update the church's corporate documents. Jeff  
7 Schulz goes on to declare that the "Session did not hire Mr. Lunceford to advise the  
8 Session regarding disaffiliation or 'misappropriation' of church property."

9 4. Mr. Lunceford is well known as a lawyer who represents churches trying to  
10 break denominational ties and to leave with church property. He is a co-author and the  
11 general editor of *A Guide to Church Property Law* (2d ed. 2010).

12 5. On September 29, 2014, Mr. Lunceford sent Jeff Schulz draft severance  
13 agreements. Mr. Lunceford's cover email stated:

14 As per your request attached are draft severance packages for you and  
15 your wife, for consideration by the session for adoption. They are in the  
16 form of amendments to your current terms of call and contain other  
17 provisions intended to increase the probability that they will constitute  
18 protected property rights that could not be taken away without due process  
of law. . . . The document also provides that it is irrevocable except for  
Good Cause, as defined.

19 6. I know about this email because then-FPCS elder Neal Lampi forwarded it  
20 to Kevin Nolette, associate executive presbyter for Seattle Presbytery. Mr. Lampi had  
21 received Mr. Lunceford's message from Jeff Schulz with a cover note clarifying that  
22 David Martin, a member of the FPCS session, had asked Mr. Lunceford to prepare the  
23 severance agreements, not Jeff. Jeff Schulz also suggested "that Session talk about this  
24 verbally rather than by email." This email string is attached as **Exhibit B**.



# EXHIBIT A

## Mitchell, Robert

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**From:** Mitchell, Robert  
**Sent:** Tuesday, March 07, 2017 7:26 PM  
**To:** rob.mitchell@klgates.com  
**Subject:** FW: COM request of SFPC  
**Attachments:** SFPC Letter re Minutes.docx; Session Minutes 2013.pdf; 140128 Session Minutes.doc

----- Forwarded message -----

From: **Jeff Schulz** <[jschulz@firstpres.org](mailto:jschulz@firstpres.org)>  
Date: Wed, Sep 24, 2014 at 5:35 PM  
Subject: RE: COM request of SFPC  
To: Shelley Dahl <[shelleydahl@comcast.net](mailto:shelleydahl@comcast.net)>, Will Mason <[will.mason@yahoo.com](mailto:will.mason@yahoo.com)>, Scott Lumsden <[scott.lumsden@seattlepresbytery.org](mailto:scott.lumsden@seattlepresbytery.org)>, Kevin Nollette <[kevin.nollette@seattlepresbytery.org](mailto:kevin.nollette@seattlepresbytery.org)>, Eliana Maxim <[eliana@seattlepresbytery.org](mailto:eliana@seattlepresbytery.org)>, "Tom Masters ([gtmasters@seanet.com](mailto:gtmasters@seanet.com))" <[gtmasters@seanet.com](mailto:gtmasters@seanet.com)>, "Bertram Johnson ([martrebx@hotmail.com](mailto:martrebx@hotmail.com))" <[martrebx@hotmail.com](mailto:martrebx@hotmail.com)>, Colleen Chinen <[cchinen1@net-venture.com](mailto:cchinen1@net-venture.com)>, Ellen Schulz <[eschulz@firstpres.org](mailto:eschulz@firstpres.org)>, Jeff Schulz <[jschulz@firstpres.org](mailto:jschulz@firstpres.org)>, "Lampi, Neal" <[neal.lampi@gmail.com](mailto:neal.lampi@gmail.com)>, "Martin, David" <[dmartin@martin-consulting.com](mailto:dmartin@martin-consulting.com)>, "McDowell, Lindsey" <[lindsey.mcdowell@gmail.com](mailto:lindsey.mcdowell@gmail.com)>, "Nathan Orona ([nathano@microsoft.com](mailto:nathano@microsoft.com))" <[nathano@microsoft.com](mailto:nathano@microsoft.com)>, "Norris, George" <[georgednorris@live.com](mailto:georgednorris@live.com)>, "Ostrom, Kathy" <[theostroms2@comcast.net](mailto:theostroms2@comcast.net)>

Shelley/COM,

Attached please find the requested Session minutes. They are scanned from the hard copy (you will likely note that there are a few inadvertent duplicates, which will eventually be corrected.)

Also attached is a letter regarding how the minutes speak to what Session understands to be some inaccuracies being circulated about SFPC's intentions related to our denominational affiliation, property, legal counsel and the coming together with the people of "A Seattle Church." This letter has been reviewed and approved by Session.

Thanks,

Jeff

Dear Shelley/COM,

Here you go...

Some of those additional records (referenced in the documents you've already provided) are:

- a proposal written by Jeff to Tim and Tyler of a model of practical matters such as leadership and function. That was the idea, but it turned out that after talking to Scott Lumsden we sent an initial email to COM.

- a letter Jeff prepared to the principal leaders of A Seattle Church with suggestions on how to do ministry together. This was an initial attempt to write down what we understood to be “joint ministry,” following up on our March 25 meeting with Kevin & Colleen. We ended up meeting together to discuss it.
- the summary from a meeting with a branding group to discuss ideas for logos and designs for the joint ministry. – We don’t have a digital copy of logo idea, but it’s a basically the same tower logo we have now integrated into an image of one of our stained-glass windows. Will either get a digital copy or bring one to our meeting.

Here is the summary, which is just bullets from a conversation:

**Belief:**

- God's love and grace is for everyone.

**Purpose:**

- To help Seattle experience Jesus' love and grace.

**Values:**

- Kingdom Minded
- People
- City

**Vision:**

- That people experience God's love. They love God and love others.
  - the assessment done by Collaborative of the sanctuary as worship space for the expanded group of worshippers. – This was an informal visit by some friends at Collaborative, resulting in their thoughts re. possible approaches to potential adjustments/upgrades to audio/video in the sanctuary.
  - the compiled stories of both SFPC and A Seattle Church in anticipation of you coming together in October of this year. That’s the “pastoral letter” we already sent that was shared in worship on Aug 24.

2) to receive and review the minutes of all session and congregation meetings from January 2013 through Feb 2014, including the minutes of the Board of Trustees from January 2013 to present and its membership/roster of officers. Additionally, to receive and review the current and former bylaws of SFPC and the current and former Articles of Incorporation of SFPC. – Most of this will have to wait for our clerk’s return. The Board of Trustees was disbanded prior to Jeff and Ellen’s arrival (Jan 2006.) At that time, the Trustees were merged into Session. As the minutes say, we’re reinstating them to take the corporate/property development piece off of Session’s plate.

As far as written plans we just don’t have anything like that. What’s happening is based on relationships and conversation. As we have long said, we would love to share the story with you and answer whatever questions you have.

See you all tomorrow night at 7pm in Rm 302 at SFPC.

Ellen and Jeff (in consultation SFPC session)

**From:** Shelley Dahl [<mailto:shelleymdahl@gmail.com>] **On Behalf Of** Shelley Dahl

**Sent:** Monday, September 08, 2014 8:42 AM

**To:** Ellen Schulz

**Cc:** Jeff Schulz; Will Mason; Scott Lumsden; Kevin Nollette; Eliana Maxim

**Subject:** Re: COM request of SFPC

Good Morning, Ellen. Thank you for your email; COM is eager to review your proposed plan with A Seattle Church so that we can have more clarity about how it work within our polity. Joint congregational witness is the only way in which our polity speaks of two congregations worshipping together as one; there are no descriptions of joint ministry or joint worship in the Book of Order.

Thank you also for tracking down the documents requested by COM referenced in my email of September 5. The COM attendees look forward to receiving them in anticipation of meeting with you, Jeff and the Session of SFPC tomorrow evening, September 9, 7p.m..

In Christ,

Shelley

To: Committee on Ministry

September 21, 2014

From: SFPC Session

Attached you will find our minutes from January, 2013 through January, 2014.

In recent conversations with COM and Presbytery representatives, it has become clear to us that there are numerous potential misunderstandings and inaccuracies being circulated about the SFPC Session's intentions related to our denominational affiliation, SFPC property/assets, legal counsel and the coming together with the people of "A Seattle Church."

Like most other PC(USA) Sessions, for several months our Session discussed denominational developments, our disposition on them, and considered getting more information about the discernment process, all of which we shared with Scott Lumsden in December. As our minutes clearly show, the conversation went no further than December, which we shared with Scott Lumsden as well. Session agreed that regardless of preceding GA decisions on ordination, and the upcoming decision on marriage, that we continued to feel free to fulfill our mission in PC(USA) and were thankful for a healthy and gracious Presbytery in which to do ministry.

As our January minutes show, we made a point of communicating where the Session was on this to Tim Gaydos and Tyler Gorseline.

As our February minutes show, subsequent Session conversation on denominational issues was about how to shepherd our congregation up to and through the General Assembly decisions on marriage, divestiture, and other key issues.

In summary, as our minutes show, and as has been clarified in recent conversations with COM/Presbytery representatives, SFPC Session has had no further conversation about denominational issues.

It has also been brought to our attention that the securing of Lloyd Lunceford to review our corporate documents raised questions about the Session's intentions related to denominational affiliation and property. Again, as our minutes show, and as has been clarified in recent conversations with COM/Presbytery representatives, we retained Lloyd for the purpose of reviewing/updating our corporate documents. As we had previously realized, the property development process reminded us of the need to update them, and to re-establish the trustees to handle property development issues. Given the number of ways in which our present legal counsel was already involved in numerous matters related to SFPC, Session preferred to retain other counsel.

Jeff Schulz called one of the people with whom he typically consults on administrative/legal matters, Mark Story, Executive Director of Highland Park Presbyterian, where Jeff and Ellen served before coming to Seattle. Mark Story recommended consulting with HPPC lawyer, Lloyd Lunceford. Lloyd offered some initial pro bono advice on how to proceed, and we subsequently retained him to review and update our corporate documents as needed. These revisions are for the purpose of updating how we operate as a congregation and re-establishing our trustees.



# EXHIBIT B



Kevin Nollette <kevin.nollette@seattlepresbytery.org>

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**Fwd: FW: SESSION RESOLUTION.DOCX; SESSION RESOLUTION.DOCX**

2 messages

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Neal Lampi <neal.lampi@gmail.com>

Sat, Oct 4, 2014 at 6:53 AM

To: "scott.lumsden" <scott.lumsden@seattlepresbytery.org>, Kevin Nollette <kevin.nollette@seattlepresbytery.org>

See highlighted

----- Forwarded message -----

From: **Jeff Schulz** <jschulz@firstpres.org>

Date: Mon, Sep 29, 2014 at 1:32 PM

Subject: FW: SESSION RESOLUTION.DOCX; SESSION RESOLUTION.DOCX

Beloved Elders,

Thanks to those of you who made the call today.

Here is what Lloyd forwarded re severance agreement.

Just to clarify, it was not Ellen and I that initiated this with Lloyd, but David Martin.

Lloyd apparently forwarded it to me because I have been his primary point of contact.

**I would suggest that Session talk about this verbally rather than by email.**

Thanks everyone,

Jeff

**Jeff Schulz**

Co-Pastor

Seattle First Presbyterian Church

1013 8th Ave.

Seattle, Wa 98104

Email: [jschulz@firstpres.org](mailto:jschulz@firstpres.org)

Office: **206-624-0644**

Mobile: **206-947-5445**

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**From:** Lloyd J. Lunceford [mailto:lloyd.lunceford@taylorporter.com]  
**Sent:** Monday, September 29, 2014 9:52 AM  
**To:** Jeff Schulz; jeffellenschulz@comcast.net  
**Subject:** FW: SESSION RESOLUTION.DOCX; SESSION RESOLUTION.DOCX

Jeff,

As per your request attached are draft severance packages for you and your wife, for consideration by the session for adoption. They are in the form of amendments to your current terms of call and contain other provisions intended to increase the probability that they will constitute protected property rights that could not be taken away without due process of law. The document basically provides for a continuation of current compensation for up to one year from date of termination or until a new call, whichever occurs first. The document also provides that it is irrevocable except for Good Cause, as defined.

I look forward to speaking with you and the other FPC leaders at 1:00 pm today.

Regards,

Lloyd

LLOYD J. LUNCEFORD  
*Partner*

Taylor, Porter, Brooks & Phillips LLP

8th Floor Chase Tower South  
451 Florida Street (70801)  
Post Office Box 2471  
Baton Rouge, Louisiana 70821  
(225) 387-3221 *Telephone*  
(225) 381-0273 *Direct Dial*  
(225) 215-8721 *Facsimile*  
lloyd.lunceford@taylorporter.com | vCard  
[www.taylorporter.com](http://www.taylorporter.com)

**TAYLOR PORTER**  
ATTORNEYS AT LAW

**CONFIDENTIALITY MESSAGE**

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Neal A. Lampi

I believe that unarmed truth and unconditional love will have the final word in reality. This is why right, temporarily defeated, is stronger than evil triumphant.

Rev. Martin Luther King,

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**2 attachments**



**SESSION RESOLUTION.DOCX**

27K



**SESSION RESOLUTION (2).DOCX**

27K

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**Kevin Nollette** <kevin.nollette@seattlepresbytery.org>  
To: Neal Lampi <neal.lampi@gmail.com>  
Cc: "scott.lumsden" <scott.lumsden@seattlepresbytery.org>

Sat, Oct 4, 2014 at 7:09 AM

Hi Neal,

I do note that all Terms of Call are subject to congregational approval and presbytery approval.

Prayerfully, Kevin

[Quoted text hidden]

# EXHIBIT C

SESSION RESOLUTION

WHEREAS, the Session of First Presbyterian Church of Seattle wishes to supplement the terms of call of the Reverend Jeffrey Eric Schulz, and to memorialize the agreement of First Presbyterian Church ("FPC") to provide salary continuation as set forth below, it is therefore

RESOLVED in the event the pastoral relationship and terms of call between Rev. Jeffrey Schulz and FPC are dissolved by the Presbytery or any administrative commission thereof without Good Cause, FPC agrees to pay Rev. Schulz every two weeks one-twenty sixth (1/26th) of the total compensation, inclusive of housing allowance, paid to him during the twelve-month period immediately preceding withdrawal of his terms of call ("Compensation Continuation"). As long as Good Cause does not exist, this Compensation Continuation shall continue until the earlier of the date upon which new terms of call are approved elsewhere or one (1) year from the date of said dissolution of the pastoral relationship.

It is further RESOLVED that for purposes of this letter agreement, "Good Cause" means:

- (i) dishonesty, fraud, or intentional and knowing misrepresentation in the performance of your duties;
- (ii) excessive use of alcohol or drugs in such manner that impairs performance of your terms of call;
- (iii) the use of illegal drugs at any time which impairs performance of your terms of call;
- (iv) arrest, violation of law, or any other conduct by you involving moral turpitude which causes harm to your reputation or standing or that of FPC, not including misdemeanors, traffic infractions or similar violations;
- (v) harassing or otherwise subjecting employees of FPC to inappropriate behavior or language, after given notice and reasonable opportunity to correct any inappropriate behavior or language; or,
- (vi) failure to materially comply with the reasonable written rules and/or written policies of FPC, after given notice and reasonable opportunity to correct any noncompliance.

It is further RESOLVED that this amendment and supplemental agreement shall be irrevocable except upon a determination of Good Cause (as defined above).

Thus passed by the Session this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

(sign) \_\_\_\_\_

(print name)  
Clerk of Session, First Presbyterian Church of Seattle

SESSION RESOLUTION

WHEREAS, the Session of First Presbyterian Church of Seattle wishes to supplement the terms of call of the Reverend Ellen M. Adair Schulz, and to memorialize the agreement of First Presbyterian Church ("FPC") to provide salary continuation as set forth below, it is therefore

RESOLVED in the event the pastoral relationship and terms of call between Rev. Ellen Schulz and FPC are dissolved by the Presbytery or any administrative commission thereof without Good Cause, FPC agrees to pay Rev. Schulz every two weeks one-twenty sixth (1/26th) of the total compensation, inclusive of housing allowance, paid to her during the twelve-month period immediately preceding withdrawal of her terms of call ("Compensation Continuation"). As long as Good Cause does not exist, this Compensation Continuation shall continue until the earlier of the date upon which new terms of call are approved elsewhere or one (1) year from the date of said dissolution of the pastoral relationship.

It is further RESOLVED that for purposes of this letter agreement, "Good Cause" means:

- (i) dishonesty, fraud, or intentional and knowing misrepresentation in the performance of your duties;
- (ii) excessive use of alcohol or drugs in such manner that impairs performance of your terms of call;
- (iii) the use of illegal drugs at any time which impairs performance of your terms of call;
- (iv) arrest, violation of law, or any other conduct by you involving moral turpitude which causes harm to your reputation or standing or that of FPC, not including misdemeanors, traffic infractions or similar violations;
- (v) harassing or otherwise subjecting employees of FPC to inappropriate behavior or language, after given notice and reasonable opportunity to correct any inappropriate behavior or language; or,
- (vi) failure to materially comply with the reasonable written rules and/or written policies of FPC, after given notice and reasonable opportunity to correct any noncompliance.

It is further RESOLVED that this amendment and supplemental agreement shall be irrevocable except upon a determination of Good Cause (as defined above).

Thus passed by the Session this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

(sign) \_\_\_\_\_



(print name)  
Clerk of Session, First Presbyterian Church of Seattle