

STATEMENT OF THE COMPLAINANTS  
TITLE IV CASE AGAINST BISHOP J. JON BRUNO  
SUBMITTED JUNE 10, 2016  
FOR CONFERENCE PANEL HEARING ON JUNE 20, 2016

We do not intend, by filing this statement, to abandon the claims we have made in previous filings. We intend to simplify life for the Conference Panel. We have generally used the six-point framework provided by the Church Attorney, although we have changed the order and wording of his points. We have tried to state our points simply. We have attached the relevant documents in the Exhibits. We would like to resolve this matter by an Accord and we attach a draft Accord as Annex I. If it proves impossible to reach an Accord, we suggest additional provisions for an Order in Annex II.

Bishop Bruno's conduct violates three principal Canons. First, there is Canon IV.4.1(h)(6) which prohibits "conduct involving dishonesty, fraud, deceit or misrepresentation." Second, there is Canon IV.4.1(h)(8) which prohibits "Conduct Unbecoming a Clergy Member." Third, there is Canon IV.4.1(g) which prohibits violation of other Canons, and in particular those regarding consecrated property.

1. BISHOP BRUNO MISREPRESENTED HIS PLANS FOR ST. JAMES THE GREAT

St. James the Great is a large, modern church complex in Newport Beach, California, on land donated by the Griffith Company to the Episcopal Church in 1945. A church was built on the site in the late 1940s, but the congregation outgrew it, and a new larger church was consecrated by Bishop Bruno in November 2001. Soon thereafter, the St. James congregation "disaffiliated" from the Episcopal Church and declared itself Anglican. Bishop Bruno commenced litigation against the Anglican congregation in September 2004 seeking to recover the St. James property.

In the summer of 2013, as the time approached when Bishop Bruno would regain control of St. James from the Anglican congregation, he had several conversations with the Reverend Canon Cindy Evans Voorhees. Bishop Bruno asked her to serve as vicar of a new Episcopal congregation at St. James the Great. This would be, at least initially, a non-stipendiary position, until the congregation and its contributions grew to a point where compensation was feasible. She agreed to

accept the position on these terms, confident that she could build the congregation. Bishop Bruno did not suggest in any way that he was considering the sale of the St. James property. If he *had* suggested the possibility of sale, she would not have accepted the position of vicar. She would have viewed the task as almost impossible: to build a permanent congregation in a temporary building, a few years after a devastating split within the previous congregation. If she had known of the proposed sale of St. James the Great, and thus of the temporary nature of the assignment, she would not have purchased a house in Newport Beach and moved to Newport Beach. She would not have closed down her for-profit consulting business. We would urge the Conference Panel, if it has doubts, to question Vicar Voorhees.

At almost the same time, Bishop Bruno asked for an appraisal of the St. James the Great property by Cushman & Wakefield, a commercial real estate firm headed by his friend John Cushman III. We do not have a copy of the appraisal, nor a full explanation of why Bishop Bruno commissioned the appraisal, but we know the date of the appraisal was July 16, 2013. Why would Bishop Bruno pay for an appraisal unless he was thinking of selling the property? At the outset of this Title IV case, on July 20, 2015, Bishop Bruno told Bishop Matthews that Vicar Voorhees "was aware from the time she was placed at the Church that it would likely be sold." See Exhibits p. 161. Bishop Bruno's statement to Bishop Matthews was false, another misrepresentation. But how could Bishop Bruno have made Vicar Voorhees "aware" that a sale was "likely" unless this was his own thinking in 2013?

On October 13, 2013, Bishop Bruno, accompanied by the two Suffragan Bishops of the Diocese, came to Newport Beach to re-open and re-dedicate St. James the Great as an Episcopal Church. The church was packed with people, including many clergy members from around the Diocese. Bishop Bruno called upon Vicar Voorhees and the congregation to build a new, inclusive Episcopal church on this ancient, sacred ground. He expressed himself as "overjoyed" that St. James the Great was once again an Episcopal Church and talked about building a church for "years to come." He made no mention of the possibility that the St. James the Great property would be sold. See Exhibits pp. 35-38.

Starting at this service and continuing through May 16, 2015, Bishop Bruno encouraged members of the congregation to donate to St. James the Great. There was no mention that the St. James property might be sold; no mention that the Bishop might seize the St. James bank account. The congregation members reasonably believed that they were contributing to an ongoing, permanent Episcopal church. Members contributed not only hundreds of thousands of dollars but also their time and talents to build up St. James the Great.

On May 7, 2014, in a pastoral letter to the entire diocese, Bishop Bruno discussed several churches that had been involved in the Anglican litigation. He said: "While the congregations of St. James the Great, Newport Beach, and St. Luke's of the Mountains, La Crescenta, continue in ministry within the Episcopal Church, congregations will not be restarted as All Saints, Long Beach, or St. David's, North Hollywood." Bishop Bruno also wrote that "the Episcopal Church of St. James the Great, Newport Beach, will continue in ministry free of the challenge of appeal by parties who left the parish in August 2004." The natural reading of Bishop Bruno's letter was that, while other churches might be sold or leased, St. James the Great would not be sold, that it would "continue in ministry." See Exhibits pp. 39-40.

On May 20, 2014, at a meeting of the Board of the Corporation of the Diocese of Los Angeles, Bishop Bruno's chief-of-staff David Tumilty requested and obtained approval to transfer title for the St. James the Great properties from the Corporation of the Diocese to "Corp Sole."<sup>1</sup> There was little discussion and no explanation of this request. Neither Bishop Bruno nor anyone else indicated at this May 2014 meeting that this approval was necessary to facilitate the sale of the St. James property. Nor did Bishop Bruno or anyone else indicate that the Board's approval would make it

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<sup>1</sup> "Corp Sole" is the short term used in the Diocese for "The Bishop of the Protestant Episcopal Church in Los Angeles, a California corporation sole." As its name suggests, Corp Sole is a California corporation, for which the current Bishop of the Los Angeles Diocese serves as the sole owner and director; upon his death, resignation or removal, his successor becomes the sole owner and director. The purpose of Corp Sole is to hold real property and other assets for the use and benefit of the Diocese. The St. James property was originally donated to Corp Sole, then transferred to the parish when it obtained parish status, then transferred to the diocese in the Anglican litigation, and then back to Corp Sole in 2014.

possible for the Bishop, as the head of Corp Sole, to sell the St. James property without the consent of the Standing Committee. See Exhibits pp. 41-43.

In October 2014, Vicar Voorhees made a presentation to the Board of the Diocese on the progress of St. James the Great. The members of the Board, including Bishop Bruno, praised the work that Vicar Voorhees and the congregation were doing. There was no hint, from Bishop Bruno or anyone else, that St. James the Great would be sold.

In or about January 2015, Vicar Voorhees received a telephone call from a real estate agent, who believed that the St. James the Great property was for sale. Vicar Voorhees told the agent that she believed he was mistaken, that the property was not for sale. Vicar Voorhees called Ted Forbath, the chief financial officer of the diocese, who responded that he "would not get between a priest and her bishop." Vicar Voorhees then spoke with David Tumilty, who said he "did not know anything about it."

On February 12, 2015, there was a meeting between Legacy Residential Partners and Cushman & Wakefield. Legacy expressed interest in purchasing the St. James the Great property. John Cushman, it appears, did not reject the suggestion; Cushman did not tell Legacy that the property was not for sale. Although we have not had the chance to ask questions of the Bishop, or John Cushman, or the Legacy representatives, it seems likely that Cushman's response reflected his understanding, based on his conversations with Bishop Bruno, that the St. James the Great property *was* for sale. See Exhibits p. 49.

On February 17, 2015, the date of the regular monthly meeting of the Corporation Board, Vicar Voorhees met Bishop Bruno to bring him up to date on St. James the Great. Bishop Bruno asked Vicar Voorhees an odd question. If you had to sell either St. James the Great or St. Michael & All Angels, a nearby church, which would you sell? Vicar Voorhees answered that she would not sell either of them; that both properties, with proper leadership, could thrive as Episcopal churches. Bishop Bruno asked her to think and pray on the matter. A month later, at their next face-to-face meeting, Bishop Bruno assured Vicar Voorhees that she did not need

worry, that he would not sell St. James the Great. Again, if the Conference Panel wants further details, it should ask Vicar Voorhees.

On April 10, 2015, Bishop Bruno signed a secret agreement to sell the St. James the Great property to Legacy Partners for \$15 million. Although there was nothing in the Legacy agreement that required the Bishop to keep the sale confidential, he did not reveal the sale to Vicar Voorhees or the congregation for several weeks. When he did reveal the sale to Vicar Voorhees, in late April or early May, he specifically prohibited her from informing anyone else, other than her husband. See Exhibits pp. 74-127.

On May 17, 2015, Bishop Bruno announced the sale to the congregation, *more than a month* after signing the agreement to sell their church. Bishop Bruno explained that the purchaser, Legacy, intended to demolish the existing church buildings and to build townhouses. Legacy soon thereafter confirmed that this was its intent.

When asked on May 17 whether there was some financial crisis that compelled the sale, Bishop Bruno said that the diocese "did not need the money" from the sale. On June 15, however, in a letter to Griffith Company, Bishop Bruno stated that Griffith's insistence that the St. James property could only be used for church purposes would have "serious implications for two pending real estate transactions that are scheduled to close in June." See Exhibits p. 136. We now believe that the other transaction to which the Bishop alluded was his planned purchase of an additional interest in three commercial lots in Anaheim. Bishop Bruno closed that transaction in August 2015: a Delaware LLC formed and owned by Corp Sole paid about \$6.3 million, part of it borrowed, to acquire an additional one-half interest in these three commercial lots. The Anaheim property is not zoned for religious or educational purposes; this appears to be a purely commercial transaction by Corp Sole. See Exhibits pp. 165-69. Bishop Bruno either misrepresented the situation on May 17, when he assured the St. James congregation that the diocese "did not need the money," or on June 15, when told Griffith Company that delaying the sale of St. James was threatening the Anaheim purchase. If the Conference Panel is in any doubt on this issue, we would urge them

to question Bishop Bruno: was he alluding to the Anaheim transaction in his June 15 letter? Was he planning to use part of the proceeds from the sale of St. James the Great to fund the purchase of the Anaheim property?

It now seems that Bishop Bruno had in mind from late 2013 through early 2015 the possibility, the probability, that he would sell St. James the Great. The only sensible explanation, now, for the July 2013 appraisal, and the May 2014 transfer of title, and the January 2015 inquiry about the property, was that they were all signs that Bishop Bruno was working towards the sale of St. James the Great. If the Conference Panel has any doubt that Bishop Bruno intended and expected, from late 2013 through early 2015, to sell St. James the Great, we urge the Panel to ask him.

Canon IV.4.1(h)(6) requires that every Member of the Clergy refrain from "conduct involving dishonesty, fraud, deceit or misrepresentation." Bishop Bruno, through the conduct outlined above, has violated this Canon. He has made false statements, such as when he assured Vicar Voorhees that St. James the Great would not be sold. Bishop Bruno has also failed to disclose his plans to sell St. James the Great in circumstances in which such failure is *itself* deceitful. Perhaps the clearest example of such culpable silence was the May 2014 Board meeting, when Bishop Bruno did not reveal to the Board that he was transferring the title of St. James the Great to prepare the way for a sale of the property. Bishop Bruno's whole course of conduct in this respect, from his initial conversations with Vicar Voorhees, through his month-long delay in announcing the signed sale agreement to the congregation, misrepresented his plan to sell St. James the Great.

Bishop Bruno may argue that he was simply pursuing a "two-track approach" to St. James the Great: he was hoping to create a congregation while thinking about selling the building. He might suggest that he was like any homeowner: living in a home with no intent to sell, but open to an above-the-market offer. The analogy fails because a homeowner owns his home on his own; a church is an asset created by generations of Episcopalians and held in trust for future generations. A church is understood by all to be permanent, or as nearly permanent as anything can be in this life. Bishop Bruno contributed to this understanding, among the St. James the

Great congregation, both with his public comments about building a church “for years” and with his private comments to Vicar Voorhees.

Moreover, a two-track commercial approach to real estate does not allow a clergy member to engage in "conduct involving dishonesty, fraud, deceit or misrepresentation." Bishop Bruno could not misrepresent his intentions, especially to those such as Vicar Voorhees who were making major sacrifices in order to build up the new St. James congregation. Perhaps this is why Bishop Bruno told Bishop Matthews that he had told Vicar Voorhees that the property would be sold; he knew that it would seem improper, even deceitful, for him not to reveal his sale plans to the woman whom he was asking to serve as a full-time non-stipendiary vicar. We repeat: Bishop Bruno may have had sale plans in his mind, in the summer of 2013, but he did not disclose those plans to Vicar Voorhees. He disclosed them to nobody involved in the all-out effort in Newport Beach to rebuild St. James the Great. He stated that the St. James the Great property was not for sale. In doing so he engaged in "dishonesty, fraud, deceit or misrepresentation."

## 2. BISHOP BRUNO IMPROPERLY LOCKED THE CONGREGATION AND COMMUNITY OUT OF THE CHURCH

On May 17, 2015, when Bishop Bruno informed the stunned St. James the Great congregation of the sale to Legacy, he represented that there was a lease-back provision in the Legacy agreement that would allow the congregation to remain in the church through October 2015. He told the congregation that, if they wished, he would use this lease option so that they could remain through October.

In one respect, and one only, was Bishop Bruno correct: there was a lease option in the agreement which he had signed with Legacy. Bishop Bruno was utterly incorrect, however, in representing that the lease option would allow the congregation to remain in place through October 2015. The April 2015 Legacy agreement gave the Bishop the option to lease the St. James property back for three one-month terms, starting on the closing date, originally set for June 24, 2015. See Exhibits pp. 121-26. If the sale had closed on that date, and if the Bishop had exercised the option, the *latest* date by which the Bishop would have had to turn over the property to Legacy would have been September 24, 2015. Moreover, the

Bishop would have had to use several weeks of this time to remove the windows, pews and other religious objects from St. James the Great. In other words, even on May 17, 2015, the Bishop's promises about how the congregation could remain until October 2015 were a misrepresentation. The congregation was not aware of this at the time because we did not, at the time, have a copy of the Bishop's secret sale agreement with Legacy.

On June 9, 2015, Bishop Bruno met with the St. James the Great Evaluation Team: Tony Crowell, Bill Kroener, David Moore and Sue Rawlings. Vicar Voorhees and David Tumilty were also present. Bishop Bruno told these representatives that the St. James the Great congregation could, if it wished, remain a congregation. He told them that Vicar Voorhees could, if she wished, remain the Vicar of St. James the Great. When asked about his recent comments about the finances of St. James the Great, he claimed that he "only knew what he read in the official reports." He said that, order for the congregation to remain in the building after the end of June, he would need the consent of Legacy, and he doubted whether he could obtain such consent. He said something to the effect that, if the sale with Legacy was not completed, he would "work with" the congregation's leaders on the next steps for St. James the Great.

Bishop Bruno's statement on June 9, 2015, that he would need the *permission* of Legacy to allow the congregation to stay after June, was a misrepresentation. Bishop Bruno had, as of that date, an option to lease the building back from Legacy, on a month-to-month basis, starting on the closing date, set for June 24, 2015. He did not need the permission of Legacy to allow the congregation to remain in the building during this period; he had the right to the building under the agreement. In other words, after "over-promising" at the May 17, 2015, meeting, claiming that the congregation could remain in the building until October, the Bishop "under-promised" at the June 9, 2015, meeting, claiming the congregation could only remain in the building with the consent of Legacy.

On June 10, 2015, Griffith Company, the original donor of the land, reminded Bishop Bruno that Griffith Company gave the land in 1945 for "church purposes exclusively." We now know that Bishop Bruno immediately shared the June 10



Griffith letter with Legacy, and that Legacy promptly shared this letter with its silent partner in the purchase, AIG Global Real Estate ("AIGGRE"). See Exhibits pp. 134-35, 193-96.

On June 15, 2015, Mayor Pro Tem Diane Dixon held a town hall meeting to discuss the proposed sale and development of the church property. More than two hundred people attended, many of them wearing red "Save St. James the Great" t-shirts, almost all opposing the proposed sale of the church. One local paper reported that "congregants at St. James the Great Episcopal Church in Newport Beach won't watch the sale of their church without a fight." See Exhibits pp. 137-38.

On June 23, 2015, there was an extended discussion of the St. James the Great situation at the regular Newport Beach City Council meeting. Five out of the seven council members expressed, in varying ways, their support for continued church use at the St. James location. This city council meeting would have made it clear to Legacy and AIGGRE that, if they purchased the St. James property, they would probably not be able to obtain the necessary zoning changes and other permits in order to destroy the church buildings and to erect townhouses. A video link is here: <https://www.youtube.com/watch?v=NtrzYDmTqEc>.

At some point in June 2015, AIGGRE informed Legacy that it would not proceed with the St. James transaction. We do not know the precise reasons offered by AIGGRE: whether it was more concerned about the title question raised by Griffith or by the opposition at the City Council. It seems likely that Legacy informed the Bishop in June that, because it no longer had its partner AIGGRE, Legacy might or might not be able to close the purchase on the extended closing date of July 10, 2015.

On June 24, 2015, a newly-formed California non-profit corporation, Save St. James the Great, filed suit against the Bishop, arguing that the Bishop's planned sale to Legacy would violate the 1945 church use restriction. Most but not all members of Save St. James the Great are members of the St. James the Great congregation.

On June 26, 2015, Bishop Bruno filed a lawsuit against Griffith, arguing that the 1984 deed had entirely eliminated the 1945 deed's church use restriction. See Exhibits pp. 143-56. This lawsuit is discussed in more detail below, in point 6.

On the afternoon of June 29, 2015, without warning to the Vicar or the congregation, the Bishop sent representatives to St. James the Great, including a locksmith, to change the locks and close the building and the grounds. Some members of the congregation were present to have evening vesper services; they were told to leave so that the Bishop's representatives could "secure the building." Because there was no notice of the lock-out, many members of the congregation and the community had personal property "locked behind the gates" by the Bishop's representatives.

We now know that there was no legitimate reason for the Bishop to lock St. James the Great on June 29, 2015. Given the pending civil lawsuits, including the Bishop's *own lawsuit against Griffith*, there was no chance that Legacy would purchase the property in July 2015. Moreover, Legacy could not purchase the property without its partner AIGGRE, and AIGGRE had already said that it would not proceed with the purchase. It is hard to avoid the conclusion that the Bishop locked the church to punish the congregation for opposing his plan to sell their church.

On Sunday July 5, 2015, and for many months thereafter, Vicar Voorhees and the St. James the Great congregation, locked out of their church, worshipped in nearby Lido Park. The Bishop's decision to lock the congregation out, to force them to hold services in the park, was completely contrary to his promise that the congregation could, if it wanted remain together. If Bishop Bruno wanted to destroy the congregation, he could not have done so much more effectively than by locking the congregation out of their church, ceasing to pay their vicar her salary, and refusing to communicate with the congregation.

Vicar Voorhees and the St. James the Great congregation, however, survived and adapted. It was not easy: bringing each Sunday morning all the elements for church: chairs, tables, vestments, musical instruments, speakers, cables and the like. It was not completely safe: there were problems with elderly parishioners walking across the uneven grass and in one case a car knocked down a member of the congregation crossing the street. Parents were concerned about their children's safety, with services so close to the street, and there was essentially no place to hold

Sunday School. And yet on some summer Sundays there were more than two hundred people attending Episcopal services in the park as St. James the Great.

Even if there was a reason for the Bishop to lock the church and grounds on June 29 (and we doubt that) there was no reason for him to continue the lock-out after July 10, 2015. That was the last and final date set for the closing of the sale to Legacy; when that date passed without a sale, the Legacy agreement terminated by its own terms. There was no purchaser "waiting in the wings" to justify the Bishop's continued lock-out of the congregation and the community. Forgotten was Bishop Bruno's June 9 promise to "work with" the congregation if the Legacy sale did not close as anticipated. Bishop Bruno did not even speak with the congregation, to explain to them why he kept their church locked against them and all others.

The Bishop, by locking and closing the church and grounds, has harmed the community as well as the congregation. Trish Norman, not a member of the congregation, buried her mother's ashes in the rose garden at St. James. When the Bishop locked and closed the grounds, he denied Mrs. Norman the right to visit the site of her mother's burial. The *Orange County Register* carried a front-page story describing Mrs. Norman's plight. See Exhibits pp. 162-64. Susan Hartmann, not a member of the congregation, used the church meeting room for her Brownie troop. As a "thank-you" the Brownie troop built and donated to the church an herb garden, dedicated on Sunday April 26, 2015. When the Bishop locked the grounds, the Brownies lost not only their meeting room but also their garden. See Exhibits pp. 128-29. Ounie Phakosounh, not a member of the congregation, used the church's classrooms to teach "Holy Coding." The Bishop himself highlighted, in his Episcopal News in February 2015, this innovative cooperation between the church and the computer community. See Exhibits p. 47. When the Bishop locked the buildings, Holy Coding ceased. We could provide other examples, but the Conference Panel understands that a church serves a community as well as a congregation.

To this day, Bishop Bruno keeps the church and the grounds locked and closed. The congregation, in the winter, worshipped in rented space at the Gray Matter Museum; the congregation now worships at the Newport Beach City Hall.

The church buildings and grounds sit locked and unused, with an ironic banner over the gate: "All Welcome."

To this day, Bishop Bruno has not explained to the congregation or to the Church *why* he locked the congregation out and *why* he has kept them locked out. We would urge the Conference Panel to ask him this question.

Twelve years ago, when the Anglicans took over St. James, and used it for Anglican rather than Episcopal services, Bishop Bruno filed a lawsuit against the Anglicans. In the complaint, which he personally signed and verified, Bishop Bruno said that "each day Defendants' wrongful occupation of the Parish premises continues, Plaintiffs suffer irreparable harm. The Parish was built over a 55-year period by and for Episcopalians. The Episcopal Church's assets—including donations and money and irrevocable trusts made on the condition that the Parish would remain forever an Episcopal Parish, as its founders promised it would—are being used to fund an attack on the Episcopal Church. Likewise its altars, chalices, organs, bibles, prayer books and hymnals, all donated by and for Episcopalians, are being used to conduct rites of a foreign non-Episcopal church. The faithful members of the Parish are in exile. They have been denied a place to worship as Episcopalians, a place for Episcopal weddings and funerals, and all of the Episcopal services and comforts the Parish once provided. Many faithful Episcopalians have been buried in the Parish for the very reason that it was consecrated by the Episcopal Church." See Exhibits p. 4.

Bishop Bruno's words apply with even greater force today. The St. James the Great congregation is in exile. Bishop Bruno has denied a faithful Episcopal congregation its proper place to worship. He has denied them the use of the church building, the organ, the pews, the stained glass windows, the parish hall, the courtyard. If anything our situation is more serious than that in 2004. At that time, Episcopalians who wished could worship with the Anglicans. We are denied the right to worship in St. James in any way shape or form.

Bishop Bruno may argue that his misrepresentations in 2015 about the Legacy lease option do not matter. The sale to Legacy never closed, so the lease option never became "live." Perhaps; but we view these statements as part of his

pattern of deceit and misrepresentation about St. James the Great. Far more serious, however, is Bishop Bruno's decision to lock the congregation and the community out of the church and grounds on June 29, 2015, and *to keep them locked out to this day*. This is at the least "Conduct Unbecoming a Member of the Clergy," in violation of Canon IV.4.1(h)(8). It may also violate Canon I.7.4 which provides that "all real and personal property held by or for the benefit of any Parish, Mission or Congregation is held in trust for this Church and the Diocese thereof in which such Parish, Mission or Congregation is located." Bishop Bruno, at present, is using St. James the Great for personal purposes. He is using the locked building and grounds for no purpose other than to strengthen his position in this canon law case and in the parallel civil law suit.

### 3. BISHOP BRUNO MISREPRESENTED THAT ST. JAMES THE GREAT WAS NOT SUSTAINABLE

The sale of St. James the Great, when Bishop Bruno announced it on May 17, 2015, attracted instant public attention. There were naturally questions: why is the bishop selling a church out from under its congregation? Bishop Bruno's initial and false answer was that the St. James the Great Congregation was not financially sustainable. On June 5, 2015, Bishop Bruno sent a letter to Mayor Pro Tem Dixon, stating that "operating expenses [of St. James the Great] were no longer sustainable at as much as \$300,000 annually." Bishop Bruno, as best we know, has never corrected or retracted this letter. See Exhibits p. 131.

Later in June, Bishop Bruno, through the Los Angeles Episcopal News Magazine, again claimed that St. James the Great was not financially sustainable. Bishop Bruno stated that "the Corporation Sole and the Corporation of the Diocese can no longer provide assistance [to St. James the Great] for operating expenses." He continued: "while the work of the [St. James the Great] congregation and the current non-stipendiary Vicar has been diligent and much appreciated, we must look at the larger picture of sustainability." See Exhibits p. 132.

In light of the facts known to or readily ascertainable by Bishop Bruno, his statements about the sustainability of St. James the Great were "conduct involving dishonesty, fraud, deceit or misrepresentation."

It is true that, when she first started work, Vicar Voorhees was on a non-stipendiary basis. By the end of 2014, however, the congregation's contributions were sufficient to enable the church to make her a substantial year-end payment. The budget for 2015 provided for regular, increasing, monthly payments to Vicar Voorhees, reaching the equivalent of \$96,000 per year in the final months of the year. During the first few months of 2015, the church made the promised payments to Vicar Voorhees. She was not non-stipendiary in June 2015, and Bishop Bruno's reference to her as non-stipendiary was at least a misrepresentation if not deceitful.

The annual budget for St. James the Great for 2015 assumed a contribution of \$48,000 from the Diocese to the mission of St. James the Great. Such "mission share contributions" are normal for new Episcopal missions, and the amount indicated in the budget was less than the \$60,000 contribution in 2014. The annual budget for St. James the Great also projected a contribution back to the diocese from St. James the Great of \$40,200. This was more than ten percent of the estimated plate and pledge income of St. James the Great for calendar year 2015. On a net basis, then, per the 2015 budget, St. James the Great would only "cost" the Diocese \$19,800 for the year. The budget projected annual income for the church of about \$500,000 and annual expenses of about the same amount, substantial amounts for an essentially new congregation. See Exhibits pp. 44-47 (especially "Mission Share Pledge" on page 45 halfway down the page).

During the first few months of 2015, before Bishop Bruno announced the sale on May 17, St. James the Great operated within this budget. Donations were strong. Each month, the Diocese paid St. James the Great the promised \$4,000 mission share contribution. Each month, St. James paid the Diocese an amount of about \$3,000, as its pledge back to the Diocese. In early May 2015, St. James the Great had more than \$100,000 in its checking account, a healthy balance for a small congregation. St. James the Great was on track to become, by the end of 2015, able to sustain itself without any financial support from the Diocese. In short, St. James the Great was not costing the Bishop \$300,000 per year, as he claimed in his letter to Diane Dixon; it was costing him perhaps \$12,000 per year.

St. James the Great was also "sustainable" in more intangible ways in early 2015. On an average Sunday, attendance was about one hundred people. On Easter Sunday, the church was completely filled, with more than two-hundred fifty people. We were and are active in the community in many ways, as indicated by the Easter 2015 bulletin attached at Exhibits pp. 50-73.

Bishop Bruno may argue that he did not know or recall these financial details when he wrote to Mayor Dixon or provided a quote for Episcopal News. Bishop Bruno was and is the Rector of St. James the Great. If he was in any doubt about the congregation's finances, or its sustainability, or any other aspect of its operation, he could and should have asked. To put the point another way: before making statements about St. James the Great, Bishop Bruno should have checked the facts, made sure that his statements were correct.

Bishop Bruno's claims, that St. James the Great was not financially sustainable, were misrepresentations. In particular, his June 2015 written statement to a senior public official that St. James the Great was costing the diocese \$300,000 a year was simply false. Bishop Bruno's purpose in making these misrepresentations is easy to discern; he wanted to suggest that St. James the Great was like too many Episcopal congregations, struggling to pay its bills, depending upon financial support from the diocese. Bishop Bruno wanted to paint this picture to make his decision to sell and destroy the church building, for \$15 million, seem sensible, indeed the only sensible choice. But Bishop Bruno painted a false picture. He made misrepresentations of the financial status of St. James the Great, in violation of the Canon which requires every member of the clergy to avoid "dishonesty, fraud, deceit or misrepresentation."

#### **4. BISHOP BRUNO MISREPRESENTED THAT VICAR VOORHEES RESIGNED AND IMPROPERLY DENIED HER BENEFITS**

On May 17, 2015, when Bishop Bruno announced the Legacy sale to the congregation, he said that the last services in the church might be as soon as June 28, 2015. As noted above, he held out the hope on May 17 that services could continue in the church through October, under a lease option in the sale agreement, so the June 28 date was not fixed. Bishop Bruno did not share with the congregation the

sale agreement he had signed with Legacy. So the congregation did not know what the closing date for the sale was, what the lease terms were, or indeed any of the other details.

Starting on May 18, 2015, Vicar Voorhees sent a series of pastoral letters to the congregation, to counsel, advise, and keep its members informed. See Exhibits p. 130. There was no formal indication from Bishop Bruno, in May and June 2015, that he would exercise the lease option.

On June 25, 2015, just before what she believed would probably be the last church services in St. James the Great, Vicar Voorhees sent what she termed a "last pastoral letter." She wrote that she did not believe, at that point, that she could "lead you into a Diaspora situation" because of the "overwhelming challenges" of leading an Episcopal congregation without a building. See Exhibits p. 142.

On June 28, 2015, Vicar Voorhees led the congregation, and dozens of visitors, in Sunday morning services at St. James the Great.

On June 29, 2015, Bishop Bruno sent a letter to Vicar Voorhees, saying he had received a copy of her June 25 letter and would treat it as her resignation.

Immediately Vicar Voorhees sent Bishop Bruno an email: "I have not resigned, I have not tendered my resignation to you, nor have I ever communicated to you that I was resigning from St. James the Great. I intend to continue to serve as vicar of St. James the Great as long as the congregation continues." Later in the day, the same day that Bishop Bruno locked the church and grounds, Vicar Voorhees received an email from David Tumilty, referring to her resignation. She replied immediately, insisting that she had not resigned. See Exhibits pp. 157-60.

Vicar Voorhees has continued to serve as the Vicar of St. James the Great, holding worship services every Sunday morning, attending to the spiritual needs of the congregation and the community. Bishop Bruno treats Vicar Voorhees as the Vicar. Vicar Voorhees continues to serve, for example, on the Board of the Corporation of the Diocese. In that capacity she attends, and he sees her, at the monthly meetings at the Cathedral Center. Vicar Voorhees was the clergy representative for St. James the Great at the December 2015 diocesan convention, and Bishop Bruno recognized her as such. Bishop Bruno has however *terminated all*



*her benefits.* Bishop Bruno seized the St. James the Great bank account in July 2015, used it for diocesan rather than St. James purposes, and terminated the paycheck and pension benefits for Vicar Voorhees. Vicar Voorhees received her final paycheck from that account in August 2015. For the first few months after June 2015, Vicar Voorhees simply worked for nothing for the congregation and the diocese. More recently, the congregation, through its non-profit Save St. James the Great, has been able to pay Vicar Voorhees her full salary.

Bishop Bruno's claim, that Vicar Voorhees has resigned, is simply false. She never resigned; for him to claim otherwise is "dishonesty, fraud, deceit or misrepresentation." If there was any doubt in his mind, after reading her June 25 letter, as to whether she intended to resign, he could have contacted her to ask the question. Any doubt on the issue was eliminated by her two emails of June 29, and by her continued work for the church and the congregation. Bishop Bruno's conduct, denying Vicar Voorhees all the benefits of her position, while allowing her to continue all its work, is Conduct Unbecoming a Member of the Clergy. Bishop Bruno has violated Canon IV.4.1(h) by his misrepresentations regarding and mistreatment of Vicar Voorhees.

##### 5. BISHOP BRUNO DID NOT OBTAIN THE NECESSARY CONSENT OF THE STANDING COMMITTEE TO SELL ST. JAMES THE GREAT

In March 2009, while the Anglican litigation was pending, Bishop Bruno discussed St. James and three similar churches with the Los Angeles Standing Committee. Bishop Bruno obtained the consent of the Standing Committee to sell two of these four properties. He did not seek or obtain consent to sell the St. James property. See Exhibits pp. 30-32. Moreover, although it is not reflected in the minutes, several of those present at this March 2009 meeting recall that there was a consensus that the St. James property should not be sold if there was a viable Episcopal congregation at St. James. See Affidavit of Bruce Linsenmayer Exhibits pp. 33-34.

On October 13, 2013, as noted above, Bishop re-dedicated St. James the Great as an Episcopal Church.

On May 20, 2014, as noted above, Bishop Bruno requested and obtained approval from the Board of the Corporation of the Diocese to transfer title for the St. James the Great properties from the Diocese to Corp Sole. See Exhibits pp. 41-43.

On April 10, 2015, without consulting with the Standing Committee, without informing even the head of the Standing Committee, and without informing Vicar Voorhees, Bishop Bruno signed the agreement to sell St. James the Great. The Bishop did not have any right, under this Agreement, to opt out of the sale if he changed his mind; Corp Sole was committed to sell the Property if Legacy paid the required \$15 million on the Closing Date. The Closing Date was initially set for June 25, 2015, later extended to July 10, 2015. See Exhibits pp. 74-127, 139-41.

On May 17, 2015, as noted above, Bishop Bruno announced to the congregation that he had sold St. James the Great.

On June 8, 2015, after he had signed the binding agreement to sell St. James the Great property, and after the sale had become controversial, Bishop Bruno informed the Standing Committee of the impending sale. A copy of the draft minutes for this meeting (we do not have final minutes) is attached at Exhibits p 133. Assuming these draft minutes are accurate, the Standing Committee did not *approve* the sale of St. James the Great. The Standing Committee believed that it had no jurisdiction over the sale because it was a sale by Corp Sole.

Canon II.6.3 provides that: "No dedicated and consecrated Church or Chapel shall be removed, taken down, or otherwise disposed of for any worldly or common use, without the previous consent of the Standing Committee of the Diocese." Bishop Bruno's actions, as outlined above, violated this Canon. By signing the binding sale agreement on April 10, 2015, the Bishop disposed of St. James the Great, a dedicated and consecrated church, for worldly and common uses, without the previous consent of the Standing Committee of the Diocese.

Canon II.6.2 provides that: "It shall not be lawful for any Vestry, Trustees, or other body authorized by laws of any State or Territory to hold property for any Diocese, Parish or Congregation, to encumber or alienate any dedicated and consecrated Church or Chapel, or any Church or Chapel which has been used solely for Divine Service, belonging to the Parish or Congregation which they represent,

without the previous consent of the Bishop, acting with the advice and consent of the Standing Committee of the Diocese." Bishop Bruno's actions, as outlined above, violated this Canon. Corp Sole is a body authorized by the laws of California to hold property for the Diocese of Los Angeles. By signing the binding sale agreement on April 10, 2015, without the "advice and consent of the Standing Committee of the Diocese," Bishop Bruno violated this Canon.

Canon IV.4.1(g) requires each Member of the Clergy to act "in accordance with applicable provisions of the Constitution and Canons of the Church and the Diocese." By violating Canons II.6.2 and II.6.3, selling St. James without Standing Committee approval, Bishop Bruno violated this Canon.

Bishop Bruno may argue that he did not need the consent of the Standing Committee before he signed the sale agreement on April 10, 2015; it would be sufficient for him to obtain such consent before the transaction closed, i.e., before the formal transfer of ownership. This cannot be right. It cannot be correct that a church official can sign a binding legal agreement to sell a consecrated church property, and only present the sale agreement to the Standing Committee when it is *too late to make any changes*.

Bishop Bruno may argue that the "consensus" of the Standing Committee in March 2009 is not documented in the minutes and thus should be disregarded. Perhaps: but even if one accepts the minutes as written, the minutes do not provide any consent for the sale of St. James. Moreover, if this matter proceeds to a Hearing Panel, we are prepared to prove the "consensus" that there should be no sale if there was a viable congregation through the testimony of witnesses who were present at the meeting. To date, the Bishop has not offered any evidence on this point.

Bishop Bruno may argue that he did not need the consent of the Standing Committee to the sale because the Board of the Corporation of the Diocese understood, when it approved the transfer of the property to Corp Sole in May 2014, that such a transfer meant that Standing Committee approval would not be required for a sale. In other words, he may argue that the May 2014 approval by the Board was *de facto* approval by the Standing Committee. There are at least two problems with this argument. First, the Board *did not know* in May 2014 that, by approving

the change of title, it was effectively approving the sale of St. James the Great. Vicar Voorhees, a member of the Board, attended the May 2014 meeting. If there had been any hint that the Board was approving the sale of St. James the Great she would have objected; but she did not detect any such hint and abstained because she did not understand why it was necessary to transfer the property. Second, the National Canons do not permit one to evade the Standing Committee approval process by getting Board approval. The Canons are clear; one needs Standing Committee approval in order to sell consecrated property. Bishop Bruno did not have Standing Committee approval when he signed the binding legal agreement in April 2015 to sell the St. James the Great property. "Local practice" regarding Corp Sole cannot override the National Canons.

Bishop Bruno may argue that even if he needed Standing Committee approval to sign the agreement in April 2015, the sale has not closed, so the property remains in the control of the Church. No harm no foul, he may suggest. But, as this case makes clear, there has been harm. Bishop Bruno's attempt to sell a consecrated church property out from under a faithful viable congregation has generated this canon law case. His attempted sale has also created but two pending civil court cases, substantial expense and distraction, and adverse publicity for the Episcopal Church. The attempted sale has provided Bishop Bruno's excuse to lock a faithful Episcopal congregation out of its church buildings for almost a year. There has been harm; there was a foul.

#### 6. BISHOP BRUNO HAS IMPROPERLY SUED GRIFFITH COMPANY

We recognize that the Church Attorney did not mention, in his summary of the charges, the Bishop's civil lawsuit against the Griffith Company. But Bishop Bruno's ill-advised, aggressive lawsuit against the Griffith Company may cause grave damage to the Episcopal Church. We believe the Conference Panel should have some background.

The Griffith Company has a long connection with Newport Beach and in particular with the area near St. James the Great. The church stands at the entrance and exit from Lido Isle, a community the Griffith Company created starting in the late 1920s. The Griffith Company donated the land on which the nearby City Hall

was built, and Griffith family members owned summer homes on Lido Isle for decades. In 1945, the Griffith Company gave the land on which St. James now stands to Corp Sole. The Griffith Company imposed fair conditions on its generous gift: that the land be used "for church purposes exclusively" and that the only buildings on the site be "a church and appurtenances." The Company also included a reverter clause, so that if Corp Sole at any time used the property for anything *other* than church purposes, the property would revert to the Griffith Company. Corp Sole, headed at the time by Bishop William Bertrand Stevens, accepted the Griffith gift on these terms. See Exhibits pp. 151-53.

In 1984, at the request of the St. James congregation, the Griffith Company executed a second deed. The effect of this 1984 deed is in dispute. The Bishop contends that the deed removed all restrictions on his use or sale of the St. James property; Griffith Company insists that the 1984 deed releases only the reverter clause, not the church use restriction, and does not affect one lot, not mentioned at all in the 1984 deed. See Exhibits p. 155.

On June 10, 2015, not long after it learned of the proposed sale of the St. James site to Legacy, Griffith Company wrote a short letter to Bishop Bruno to assert that the proposed sale would violate the 1945 church use restriction. See Exhibits pp. 134-35. The Bishop responded on June 15, 2015, asserting that the 1984 deed had entirely removed the 1945 restrictions on the property. See Exhibits p. 136. We do not know what discussions, if any, there were between the Bishop and the Griffith Company over the next few days. But, at a minimum, the Bishop did not allow much time for a negotiated settlement of the issues. On June 26, 2015, the Bishop filed suit against the Griffith Company.

The Bishop's complaint against Griffith Company has three counts. The first count seeks to "quiet title" by a decision that the Bishop holds the property "free and clear" of any restrictions. The second count seeks a declaratory judgment to the same effect. The third count is, for present purposes, the most important. The Bishop claims that Griffith, by its June 10 letter, "slandered his title" and seeks damages and *punitive damages* from Griffith. See Exhibits pp. 143-56.

And so, because it made a generous gift with conditions, and then asked that those conditions be honored seventy years later, Griffith finds itself on the wrong end of a lawsuit by the Bishop. Unlike the congregation, which wants to get its beloved church back, Griffith Company has nothing at stake here except a principle: it wants to see the original church use restrictions honored. And for this, the Bishop has sued Griffith Company, and demanded that Griffith Company pay damages and punitive damages. If and when the national press focuses on Bishop Bruno's lawsuit against the Griffith Company, the Bishop's rash decision to file this lawsuit in this form will do grave damage to the Episcopal Church. Why would anyone give to a church that turns around and *sues the donor for punitive damages* when the donor insists, years later, that the church honor the agreed conditions of the gift?

Bishop Bruno has not only filed an aggressive lawsuit against the Griffith Company; he has used aggressive tactics against the Griffith Company.<sup>2</sup> At an early stage of the case, the Bishop's lawyers conducted long, harsh depositions of Griffith witnesses, including an elderly witness who had to be wheeled into the conference room in a wheel chair. The Bishop has relied on questionable evidence, such as a hearsay version of comments by Frank Trane, an Anglican, that he personally paid \$800,000 to the Griffith Company in 1984. Bishop Bruno himself cited and relied upon Frank Trane in his speech to the Diocesan Convention in December 2015. See Exhibits pp. 190-92. The Bishop thus finds himself in the curious position of siding with an Anglican, Frank Trane, against a current Episcopalian, Nancy Morse Knight, on the disputed issues regarding the 1984 deed. The Bishop has claimed that the Griffith Company has injured him by delaying the sale even though, as noted above, the sale agreement terminated in July 2015. We attach two of the Bishop's briefs because there is no better way to get a sense of the "take-no-prisoners" approach that the Bishop has taken in this case. See Exhibits pp. 170-89, 197-209.

The Bishop may argue that, to date, the civil courts have sided with him in his case against the Griffith Company. In January 2016, the Superior Court denied a

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<sup>2</sup> The Bishop has used similar aggressive tactics in the Save St. James litigation, taking lengthy depositions of six members of the congregation, as well as Susan Egan Hartman, the Brownie leader.

motion by Griffith Company to dismiss the title slander count as a "strategic lawsuit against public participation" or SLAPP. Griffith Company has filed an appeal of that decision to the Court of Appeals. In May 2016, the Superior Court granted the Bishop's summary adjudication motion, on the quiet title and declaratory judgment counts. The Superior Court relied not on the 1984 deed, on which the parties had almost all their attention, but rather on the 1982 Marketable Title Act. As to the 1984 deed, the Superior Court denied the Bishop's request for summary judgment, saying that there were issues that would have to be tried. See Exhibits pp. 210-12. Griffith Company, we understand, will appeal the May 2016 decision, arguing that the Superior Court misunderstood and misapplied the Marketable Title Act.

Even if the Bishop is right, as a matter of civil law, in his case against Griffith, he is wrong as a matter of canon law. The donor of the St. James property, the Griffith Company, made its intent clear, in 1945 and again in 2015. The donor wants the property to be used for church purposes. That should end the discussion, for a Bishop; he should honor the donor's wishes, regardless of a loophole available to him under civil law. (It seems that neither Bishop Bruno nor his advisers were aware of the potential relevance of the Marketable Title Act when they signed the Legacy sale agreement in April 2015. The first mention of the Act in the Griffith dispute was in early 2016, in the summary judgment motion. So this is an afterthought, not something on which the Bishop counted when he signed the Agreement.) Indeed, we understand that there is a written policy of the diocese that states that the church will honor restrictions imposed by donors upon their gifts. Whether or not there is such a policy, an Episcopal Bishop should not sue a donor, to force it to abandon its restrictive conditions, and should not pursue litigation in such a vindictive way.

Bishop Bruno's actions, in filing the lawsuit against Griffith Company, only two weeks after the issue was first raised in correspondence, and then in pursuing the lawsuit in such an aggressive, scorched-earth manner, are Conduct Unbecoming a Member of the Clergy. The definitions in Title IV of the Canons refer to conduct that "prejudices the reputation, good order and discipline of the Church" or conduct "of a nature to bring material discredit upon the Church or the Holy Orders

conferred by the Church." The very first section of Title IV describes the duty of the Church to "resolve conflicts by promoting healing, repentance, forgiveness, restitution, justice, amendment of life and reconciliation." It is hard to imagine a course less suited for "healing" and "reconciliation" than the way in which Bishop Bruno has hastily sued the Griffith Company and aggressively pursued the Griffith litigation. Bishop Bruno's Griffith litigation is Conduct Unbecoming a Member of the Clergy.

## 7. CONCLUSIONS

It would be better for all concerned if this case were resolved by an Accord. Mindful of Bishop Henderson's request for "prayerful, thoughtful and creative work towards an agreed resolution" of this case, we have prepared and attached as Annex I a draft Accord. We urge Bishop Bruno and his advisers, in the ten days before the June 20 hearing, to review the draft and provide us with any comments, suggestions, or changes. We would like nothing better than to sign a mutually agreed Accord at the Conference Panel hearing on June 20. We want to resolve this case and to get back into our church. The Hearing Panel process would take a long time: Bishop Bruno would, we fear, continue to lock the congregation out of the church, and the controversy over his actions would increase. Bishop Bruno has announced that he intends to retire in early 2018 and he will reach the mandatory retirement age of seventy-two in November 2018. It is quite possible that Bishop Bruno would retire before a Hearing Panel would finish its work. Sanctions imposed in this scenario would damage his reputation but would not solve the immediate crisis.

If there is no Accord, we urge the Conference Panel to issue an Order. We know that Conference Panels do not usually issue Orders if there is no Accord, because the Respondent has the right to appeal to a Hearing Panel, and the Conference Panel Order then has no practical effect. But this is an unusual case and calls for unusual creative measures. Our suggestions regarding an Order include some unusual terms, including the requirement that Bishop Bruno re-open St. James the Great. Canon IV.14.6 provides that a Conference Panel Order may "provide any terms which promote healing, repentance, forgiveness, restitution, justice,



amendment of life and reconciliation among the Complainant, Respondent, affected Community and other persons." "Any terms" means "any terms." We cannot think of any step that would do more towards healing, justice, and reconciliation than for Bishop Bruno to re-open St. James the Great to the congregation and the community and to take the "for sale" sign off the church property. It would also promote healing, justice, and reconciliation for Bishop Bruno to restore Vicar Voorhees to her rights, privileges and benefits. We view these two terms as the heart of any Accord or Order.

We also urge the Conference Panel, in its Order, to provide that the Order will become more and more public over time. See Annex II. Again, we know that this is unusual, but the Conference Panel has this authority. Canon IV.12.8 provides that "proceedings before the Conference Panel shall be confidential *except as may be provided in an Order* or Accord or as provided elsewhere in this Title" (emphasis added). An Order that provides for gradual publicity would give Bishop Bruno an incentive not to appeal the Order, a continuing reason to work towards an Accord. To put the point another way: we urge the Conference Panel to think of its Order as a way of encouraging the parties to reach an Accord, because an Accord is so clearly in the interests of all concerned. We do not see how an Order that remains secret, an Order that is nullified by an immediate appeal by Respondent, would do much to encourage an Accord.

## KEY DATES

July 10, 1945: Griffith Company donates the St. James property to the Episcopal Church to be used “for church purposes exclusively;” construction of first church starts soon thereafter.

January 10, 1984: Griffith Company revises the 1945 deed to remove the reverter clause as to three of the four lots of the St. James property.

November 4, 2001: Bishop Bruno consecrates new St. James church.

September 7, 2004: Bishop Bruno files suit against the Anglican congregation, seeking to regain St. James for the Episcopal church.

October 13, 2013: Bishop Bruno re-dedicates St. James the Great as an Episcopal church; appoints Vicar Voorhees.

May 7, 2014: Bishop Bruno sends pastoral letter confirming that St. James the Great would “continue in ministry.”

May 20, 2014: Diocese approves transfer of St. James title to Corp Sole.

April 10, 2015: Bishop Bruno signs secret agreement to sell St. James to Legacy Residential for \$15 million.

May 17, 2015: Bishop Bruno informs congregation of Legacy sale.

June 5, 2015: Bishop Bruno claims, in letter to Mayor Pro Tem Diane Dixon, that St. James the Great is costing the Diocese up to \$300,000 per year.

June 10, 2015: Griffith Company reminds Bishop Bruno of the church use restriction.

June 23, 2015: City Council opposes change in the church status of St. James the Great.

June 26, 2015: Bishop Bruno files lawsuit against Griffith Company.

June 29, 2015: Bishop Bruno locks and closes St. James the Great.

June 29, 2015: Bishop Bruno claims Vicar Voorhees has resigned.

July 5, 2015: first St. James the Great services in Lido Park.

July 10, 2015: Legacy agreement, because it does not close on closing date, terminates by its terms.

## ANNEX I – PROPOSED ACCORD, **REJECTED BY BISHOP BRUNO**

The purpose of this Accord between Complainants and Respondent is to resolve all disputes in this matter by promoting healing, repentance, forgiveness, restitution, justice, amendment of life and reconciliation among all involved or affected, including Injured Persons in the Community.

The Parties agree:

1. Agreed Public Statements. Complainants agree forthwith to turn off social media and press communications to public audiences (directly and indirectly to the 100,000 Episcopalians and Anglicans), except for releases and communications in the form of Exhibit A and related later ones as mutually agreed advising of the Accord and praising its successful achievement, the LA Diocese, and the Respondent, and except as set out in in last clause to Paragraph 3 below.
2. Agreed TEC Statement; Confidentiality. Complainants agree to cooperate with Respondent to recommend to TEC and the Presiding Bishop a public statement in the form of Exhibit B, and the parties agree that this Accord shall be confidential except to the participants, the Presiding Bishop and his advisors, officials, personnel and contractors of the LA Diocese with a need to know, and the Special Monitor named herein, and others as authorized by the Special Monitor.
3. Bar on Further Complaints by Complainants. Notwithstanding the provisions of Canon IV.19.13, Complainants agree: (i) not to pursue as further or separate complaints hereafter the actions by the Respondent set out in the attached Exhibit C and in paragraphs 219-29 thereof or further or separate complaints for any related matters, and (ii) not to file against Respondent further separate complaints under the Canons for any unrelated matters known to them at the date of this Accord, except as and to the extent otherwise required by law or ordinal vows.
4. Further Communications. Complainants agree in all communications not to disparage Respondent, Los Angeles Diocese or TEC, provided Complainants remain free to comment non-disparagingly to the full extent of their First Amendment rights on any matters raised by any resolutions or canon amendments at future Diocesan Conventions, by the disclosure by Respondent of any audits of Corp Sole, and by the continuing and systematic de-consecration and disposition of consecrated church properties by the Los Angeles Diocese and the Respondent's Corp Sole, as well as to comment in general terms to Episcopal audiences on the Episcopal Church disciplinary processes.
5. Respondent's General Denial and Agreement. Respondent expressly denies each and every possible violation of the Canons forming any part of this matter. Respondent affirms that the authority of a diocesan bishop is limited by the Dennis canon, which expresses the trust interest of the Church and its diocese in all real and personal property held by or for the benefit of any parish, mission, or

congregation (Canon I.7.4). Respondent agrees for himself, as Corp Sole and for the Diocese to return St. James the Great property, to include parking lots, and rectory to the Diocese and then to St. James the Great and to cause these properties, together with any associated rights to Facebook, website, payroll and bank account, to remain available to the congregation and not seek to lease, sell or change the deed, or associated rights, during the remainder of his tenure and for a fifteen-year period thereafter. Respondent further agrees for himself and as Corp Sole to support immediate parish status of St. James the Great and rector status for Rev. Canon Cindy Evans Voorhees and if necessary to allow and facilitate communication by the congregation and Rev. Canon Cindy Evans Voorhees with respect to viability with the Standing Committee of the Los Angeles Diocese, as may be needed to be further facilitated by the Special Monitor established herein. Respondent agrees to restore and pay Rev. Canon Cindy Evans Voorhees retroactively to date of claimed resignation with full and retroactive pay and benefits, and allow her to remain in that position, if she wishes, for the remainder of his tenure and a fifteen-year period thereafter. Respondent agrees not to retaliate in any way against any of the complainants, any members of the St. James the Great congregation, or any clergy members, especially Vicar Voorhees and her husband Bob Robert Voorhees, and to prevent the Standing Committee and officials, employees and contractors of the Los Angeles Diocese from any such retaliation.

6. Donor Recognition. The parties agree to recognize Griffith Company's historic role in contributing real property for the St. James the Great church, and Respondent agrees not to interfere with any public recognition the St. James the Great congregation may extend to the Griffith Company. The Respondent shall dismiss his case against the Griffith Company. The parties mutually agree to use their best efforts to seek to have the Griffith Company cooperate to seek to vacate the judgment of the trial court on the matter without prejudice and to discontinue the civil action and appeals regarding the real property where the St. James the Great sanctuary and property are located.

7. Accelerated Effectiveness; Conversion of Payments to Advance Credit. In lieu of the return, reimbursement and grant of funds to the St. James the Great congregation as provided in Paragraph 8, if Respondent shall seek to make this Accord effective within three days under Canon 9 and if this Accord becomes effective thereunder, than instead of such return and reimbursement of funds as provided in Paragraph 8, the Respondent's obligation in paragraph 8(3) to reimburse the legal fees of Save St. James the Great shall be reduced to one-sixth of legal fees or \$50,000, the obligation to make a grant for a pre-school in paragraph 8(5) shall be reduced to \$25,000, the obligation to return of net rentals from the rectory in Paragraph 8(1) shall be reduced to \$25,000, and the obligation to return amounts in the bank account in Paragraph 8(2) shall be reduced to \$50,000, and the total aggregated amounts as so reduced (totaling \$150,000) shall be converted from a current payment to an advance book credit of \$150,000 against otherwise required future cash contributions by Saint James the Great to the Mission Share Fund of the Los Angeles Diocese in amounts at the rate of 12% of its operating

budget annually from the date of this Accord until such advance credit is fully amortized and exhausted, at which point cash transfers by St. James the Great to the Mission Share Fund shall resume. The Complainants will not object under Canon 9 to such reductions and conversions proposed to and noticed by the Presiding Bishop, and will use best efforts to cause all Injured Persons and the Community as defined in the Canons to similarly not object to such reductions and conversions, so that the Accord may become effective prior to or as early as June 26, 2016, or as soon thereafter as possible, and services may resume at the St. James the Great sanctuary.

8. Certain Payments. Respondent agrees, except as otherwise provided in Paragraph 7 above, for himself, for Corp Sole and for the Diocese--

(1) to return the rectory for St. James from Corp Sole to St. James the Great and cause it or its rentals to be available to the congregation. Respondent agrees to return all the net rental revenue, of \$42,000, net of expenses, for the rectory for the period since June 29, 2016, to the date of this Accord.

(2) to return all the funds, \$65,082.84, that were in the congregation's account on June 29, 2015, except for net amounts aggregating \$7,000 that would have otherwise been paid to the Mission Share since June 29, 2015, to the date of this Accord.

(3) to reimburse one third of the legal fees of Save Saint James the Great in amount of up to \$100,000.

(4) to defray the costs to The Episcopal Church and the complainants of the conciliation and conference in this matter.

(5) to make a \$200,000 grant (in lieu of the remaining two-thirds of the Save Saint James the Great legal fees) for use by Saint James the Great for capital costs and expenses in establishing a pre-school, reestablishing food service facilities and, if possible, Holy Coding classes.

9. Save Case. The Complainants will cause Save St. James the Great to terminate its civil case against Respondent, provided Respondent drops his pending request for more than \$30,000 of "costs" in that case, and provided that Respondent drops his threatened malicious prosecution claims against Save's law firms and lawyers.

10. General Reconciliation. The Parties agree to consult for further healing and reconciliation, and designate the Rt. Rev. John Bryson Chane, retired bishop now resident in the diocese of San Diego, as Special Monitor for consultation, who is authorized to consult with the Bishops Matthews and or Waynick as necessary, in the implementation of this Accord in a manner fully consistent with the Canons and their purposes, and in the resolution of any disputes that should arise in a manner that he may judge best serves the interests of TEC consistent with the Canons and the continued development and growth of St. James the Great. To the extent necessary to carry out and make effective the provisions of this Accord, as authorized by Canon IV.14.1, Respondent's involvement, attendance and participation in St. James the Great shall be limited for the remainder of his tenure and for a period of fifteen years thereafter except as consented to by the Special Monitor; provided, however, that in the event of a failure to perform or breach of

any material obligation in this Accord by Respondent, as determined by the Special Monitor in his absolute discretion, the complaint as heretofore framed for the Conference Panel, as may be updated and revised within seven days by the Church Attorney, shall be immediately revived and shall be referred to the same Conference Panel for the recommencement of a conference session, which in the discretion and with the consent of the Panel shall be public, within fifteen days of such determination.

11. Effectiveness. This Accord shall become effective as provided in Paragraph 7 or as otherwise provided in the Canons.

## EXHIBIT A TO ANNEX 1



Dear members of the L.A. Diocese, bishops and friends,

We are very pleased to announce the renewal of worship services at the St James the Great building in Newport Beach. Our congregation will continue to be led by our vicar, the Rev Canon Cindy Evans Voorhees. Our inaugural service will be a Eucharist celebration on [June 26, 2016] at 10 a.m. All are welcome.

We will be renewing our relationships with outreach partners soon and plan extensive additional outreach.

Our grateful thanks to all who have made this possible, including the Griffith Company, donor of the real property for the church site in 1945 as well as the developer of the area; our Lido area neighbors; and the entire Newport Beach community. We acknowledge and thank the Episcopal Diocese of Los Angeles and Bishop Jon Bruno for their role in making this renewal of worship possible, and look forward to continuing the 70-year history of providing an important site for Episcopal worship.

### **Complete Accord Reached on Disciplinary Complaints Against Bishop**

The Right Rev. Michael B. Curry, presiding bishop of The Episcopal Church, has approved an accord reached between various complainants and a bishop of the Church arising from an ecclesiastical discipline complaint filed under Title IV of the Church's canons.

The accord arises from a conference regarding complaints which alleged that the respondent bishop violated various canons in the exercise of responsibility with respect to the congregation of St. James the Great, Newport Beach, part of the Diocese of Los Angeles.

#### **The Parties**

William F. Kroener, III, and Certain Other Members of St. James the Great Church, Newport Beach, California, and Certain Clergy and Lay Persons in the Diocese of Los Angeles (the "Complainants")

The respondent bishop, the subject of the complaints, is the Rt. Rev. J. Jon Bruno, Diocese of Los Angeles (the "Respondent").

#### **The Complaints**

The Complaints allege facts which may be violations by the Respondent of one or more of the following Canons:

Canon IV.4.1(h)(6), Conduct involving dishonesty, fraud, deceit or misrepresentation

Canon IV.4.a(h)(8), Conduct unbecoming a Member of the Clergy and

Canon IV.4.1(g), Failure to exercise his ministry in accordance with the applicable provisions of the Constitution and Canons of the Church, specifically Canon II.6.3 requiring the consent of the Standing Committee to dispose of a consecrated church for worldly or common use without the previous consent of the Standing Committee

#### **The Accord**

The Rt. Rev. Clayton Matthews, Intake Officer for the Church, referred this matter to the Reference Panel of the Disciplinary Board for Bishops, after determining that the foregoing allegations, if true, would constitute one or more Offenses under General Canon IV.4. Respondent denied that his actions violated the Constitution or Canons of the Episcopal Church or ordination vows. The Reference Panel then referred this matter first for Conciliation and subsequently to a Conference Panel.

The parties or their representatives, counselors, and advisors met in Los Angeles, California on June 20, 2016, and concluded their written agreement on \_\_\_\_\_, 2016.

The accord itself is confidential and includes a continuing confidentiality provision regarding the conciliation and conference processes. It also includes provisions:



- agreeing that the accord constitutes a full and final resolution of all matters arising from the alleged acts;
- acknowledging the Respondent as continuing bishop for the Los Angeles Diocese generally free from further complaints by Complainants;
- affirming that the authority of a diocesan bishop is limited by the Dennis canon, which expresses the trust interest of the Church and its diocese in all real and personal property held by or for the benefit of any parish, mission, or congregation (Canon I.7.4);
- agreeing by Respondent to defray the costs of the conciliation process;
- allowing for the congregation of St. James the Great to use the consecrated church building at 3209 Via Lido, Newport Beach;
- restoring Reverend Canon Cindy Voorhees as Vicar of the congregation retroactive to June 29, 2015.

#### **Title IV**

Title IV is the ecclesiastical discipline section of the Church's canons that govern members of the Church's ordained clergy for various ecclesiastical offenses or abandonment of the Church. The Disciplinary Board for Bishops has original jurisdiction over matters of the discipline of bishops. An accord with a respondent bishop takes effect only upon written acceptance of its terms by the presiding bishop.

Amended by General Convention effective July 1, 2010, Title IV acknowledges the mutual accountability of all members of the Church and applies to "Members of the Clergy, who have by their vows at ordination accepted additional responsibilities and accountabilities for doctrine, discipline, worship, and obedience." Title IV sets out processes which seek to promote "healing, repentance, forgiveness, restitution, justice, amendment of life and reconciliation among all involved or affected" by events involving alleged clergy misconduct. Canon IV.1.

"These proceedings represent the responsibility of the Church, reflecting the polity and order of this hierarchical church. Members of the Clergy have voluntarily sought and accepted positions in the Church and have thereby given their consent to subject themselves to the Discipline of the Church." Canon IV.19.

## EXHIBIT C TO ANNEX 1

This communication further supplements the pending complaints against Bishop Jon Bruno, alleging new misrepresentations and unbecoming behavior by Bishop Bruno, as follows:

219. Bishop Bruno has sought to sell the St. James the Great building in order to finance, on the back of and at the expense of the St. James the Great congregation, enigmatic commercial speculative real estate investment property in Anaheim through Katella Howell LLC, his newly formed Delaware entity. After extensive continued investigation of the Smith family trusts, as noted in Annex 1 to the January 10, 2016 supplement to the presentment/complaint, it is apparent that by August 2015 the true equitable owner as beneficiary of the trust was another eleemosynary institution completely unrelated to Corp Sole, Bishop Bruno or TEC. From further investigation of public records, as detailed below in paragraph 220, it seems the Bishop, assisted by other Diocesan officials, in late August, 2015, not satisfied with the expected profit from the 50% of the property already owned, purchased the other 50% of the Anaheim property from that designated beneficiary national charitable organization, Shriners Children's Hospital of Los Angeles, which only acquired its beneficial interest in the additional 50% interest in the Anaheim property upon the death of Corky Smith. The Shriners organization, which manages and administers donations (including to its Los Angeles hospital) nationwide from Tampa, Florida, may have been unaware of the property's worth and development potential.

220. Corp Sole's recent real estate speculation, pursued by Bishop Bruno and his staff in efforts to realize even greater economic profits from the redevelopment in the Platinum Triangle commercial district of Anaheim, however profitable it may prove to be, is being undertaken at the direct expense of the congregation of St James the Great and its house of worship. The Bishop's effort to seek to sell a viable congregation's building out from under it goes well beyond and significantly distorts the historic purposes of Corp Sole and is behavior unbecoming a Bishop. In an ecclesiastical sense, in an unhappy reversal of fortune, this conduct amounts to the money-changers remaining in the temple.

221. To connect the elements of the Bishop's statements and conduct: Bishop Bruno, while proclaiming publicly the glory of the restoration of the St James the Great church property after the end of litigation and calling upon our faithful congregation to renew it, secretly embarked on a course of seeking to leverage additional secular real estate speculation at the expense of that very congregation. Bishop Bruno has claimed to the Newport Beach mayor and community and to the Diocese that the congregation was nonviable. In fact, as he should have known as Rector and from information provided to him as Bishop, it was and is, even in the current challenging and adverse circumstances, a viable, thriving and growing congregation that had the misfortune to be located in a community where land values had increased more rapidly than other areas and happened to worship in a

building previously part of the schism with the Anglicans. Therefore the Bishop was in a position to maneuver the building out of the Corporation of the Diocese, to which the California courts returned it, to his sole technical control in Corp Sole, with disclosure neither of his intention to sell the building as a convenient funding source for additional secular real estate investment and profit nor of the vote of the 2009 Standing Committee that it could not be sold if it were the location of a viable congregation, so as to evade the intended and usual protections available within the framework of TEC, and by claiming (incorrectly) that it was in order to "reimburse" Corp Sole's legal expenses. This was and is a misrepresentation. Whatever the Bishop may have expended in the lengthy litigation (the reported amounts have been inflated over time) was long ago recovered in other transactions not involving active church properties.

222. Bishop Bruno claimed in his statements in July to Bishop Matthews that the St James the Great congregation may have learned of the agreement that its building be sold prematurely. In fact, it has been learned from civil discovery that representatives of the purchaser were allowed to and did explore whether "existing worshipers at St James [the Great] were prepared to relocate and had a nearby replacement parish where they would be welcomed" (Brower email to Legacy of May 11, 2015) well before Bishop Bruno advised anyone from St James the Great of his agreement signed in early April to sell its building. Representatives of the purchaser in fact attended services at another local parish and advised its rector and certain members of the congregation of the pending sale on May 10, 2015, and attended worship services on April 26, 2015, at St James the Great (interestingly, the attendance at the main service at the other parish was reported to be some 40 or 50, while the attendance at St James the Great was reported as approximately 130, with the purchaser representative gratuitously speculating that it "might have been a larger number than normal because there was a Baptism" (Brower email of April 26, 2015). For Bishop Bruno to allow representatives of the purchaser to undertake such an investigation of worship at local parishes at all is conduct unbecoming a bishop. To allow the representatives of the purchaser to do so and to communicate the fact of the sale agreement and that the Diocese had offered the St James the Great building for sale while continuing to keep its offer for sale by the Diocese and the fact of the sale agreement secret from the St James the Great congregation for many weeks is even worse.

223. In the October Episcopal News Bishop Bruno once again claimed that he had (twice, he claimed) offered the building for worship until sold. This is a direct violation of the canonical requirement, Canon IV.10.4, that the conciliation process remain confidential. It is also so highly misleading as to amount to a misrepresentation, since it omits the more than one dozen material conditions that effectively undermine Bishop Bruno's assertions and would make such offer, if made, illusory. Based on the discovery materials now available from the civil case involving the donor, Griffith Company, the Complainants are prepared, if the confidentiality requirements of the Canons for the communications during the conciliation were to be waived by the relevant parties, as expressly permitted, to

demonstrate from the records that Bishop Bruno made serious and material misrepresentations to the Conciliator during the conciliation. And we now know that the sale had fallen through at this point on top off this deception!

224. At the Diocesan Convention in early December, 2015, when the matter of reconciliation with St James the Great was voted on, Bishop Bruno refused to allow a paper vote or a recorded vote on the matter. Instead the matter was voted on by a showing of hands with some of the counters urging delegates “not to vote against the Bishop”. While the announced vote was close and in favor of the Bishop, the number of votes announced did not match and was inconsistent with the total number of voting delegates. Under the circumstances in the LA Diocese with respect to this matter, this manipulation of the voting results was unbecoming behavior by Bishop Bruno.

225. At the Diocesan Convention in early December, 2015, the head of the Standing Committee of the Diocese in her speech justified the refusal by the Committee to hear at all from the St James the Great Congregation by strongly reasserting the position set out in the earlier statement in July 2015 that because the Saint James the Great building was owned by the Bishop as Corp Sole, the Committee had no authority or responsibility under the Dennis Canon with respect to its proposed sale, de-consecration, or destruction for ungodly use. Significantly, immediately following these remarks by the head of the Standing Committee, the Chancellor of the Los Angeles Diocese advised members of the St. James the Great congregation in an unprivileged conversation that this was not correct and was directly contrary to the advice the Committee had received (his actual words were “she lied, she knew she was lying, and I told her after she lied”). Accordingly, we believe that the Bishop’s statement in the Episcopal News in July, 2015, that the Standing Committee had no jurisdiction with respect to the sale was not only an incorrect construction of the relevant canon but also knowingly inaccurate and a misrepresentation at the time made.

226. Bishop Bruno on December 5, 2015, preempted the matter of voting at the Diocesan Convention on a long proposed resolution that he be required to make the audit of his Corp Sole public by assuring the delegates that he would make the audit public voluntarily and as a result a vote of the delegates was unnecessary. In response, the item was removed from the agenda by consent. Despite repeated requests thereafter, Bishop Bruno nevertheless continued (and continues still) to refuse to make the audit public, and his representatives soon stopped responding at all to requests that he do so. On February 10, his chief of staff Canon Tumilty at last advised that the Bishop would not make the audit of Corp Sole available on advice of counsel because of the pending lawsuit involving Save St. James the Great. This is unbecoming behavior. The Bishop knew of the motion to be offered at the Convention many months in advance, and could easy have sought whatever advice was necessary before making his highly misleading and illusory offer of disclosure to hundreds of attendees at the Diocesan Convention. Since that time, from our continuing investigation of public records, we know the Bishop has been very active

in transferring properties into Corp Sole. At best this appears to be an effort to disguise past operations, impede transparency and inhibit a study underway, under the authority of past presidents of the Standing Committee of the LA Diocese, initiated by action on another resolution at the Diocesan Convention, as to what to do with Corp Sole properties.

227. Commencing since at least Thursday, April 21, 2016, aggressive actions have been undertaken by Diocesan staff under the direction and authority of Bishop Bruno to seek passwords from and access to an email account long ago abandoned by the Diocese and since paid for by the St. James the Great congregation, and still used on behalf of the congregation to direct inquiries and prevent continuing confusion with the Anglican congregation that previously used the St. James the Great building and continues to operate nearby and use the name St. James. The purpose of these actions is to further Bishop Bruno's efforts, contrary to his prior written commitment, to prevent the congregation from continuing. On April 26, 2016, we learned that someone purporting to act for the Diocese was seeking from Microsoft the master passwords and access to this account. (These recent additional intimidation and retaliatory tactics are what we have been concerned would be initiated by and conducted on behalf of Bishop Bruno).

228-29. As a result of a public court filing on April 29, 2016, in the Bishop's case against Griffith Company, the donor of the St James property, the complainants recently learned of the involvement of another entity in the St James situation. (This information was obtained from Court records since Save Saint James the Great is no longer involved in the case except for a possible appeal now that the Court decided Save did not have any legal "standing" as a technical matter to seek to enforce the deed restriction to church use because its name was not on the 1984 deed). Legacy through its counsel identified AIG Global Real Estate ("AIGGRE") as its "primary and sole Partner" in the investment to redevelop the church building in a letter dated April 18, 2016, to Griffith Company and now filed with the Court. From prior investigation of public records we believe that AIGGRE formed an LLC named "AIGGRE Lido Village LLC" during the same week in June, 2015, when the Bishop formed Katella Howell LLC for the development of the Anaheim property. We believe this timing supports our claim that the Bishop intended to sell the Saint James building without any consultation with or even the knowledge of the Standing Committee in order to purchase commercial property in Anaheim from the Shriners Hospital organization that had inherited the property from the Corky Smith Trust. Legacy in this letter threatens the Griffith Company with a claim not only for Legacy's due diligence costs but also for the loss of profits expected by Legacy/AIGGRE from the redevelopment of the St James property. We at this time do not know whether there is economic involvement and participation of the Bishop in the redevelopment of the St James property or involvement or participation by Legacy or AIGGRE in the redevelopment of the Anaheim property as participants in the various Delaware limited liability entities (LLC's). We note that there is an (unsigned) "Newport Beach Property Sale/Joint Venture Agreement" between the Bishop and Cushman & Wakefield of California, Inc., from early April, 2015,

suggesting the Bishop was certainly open to the possibility of becoming a development partner for the St. James property at that time if the opportunity should arise. And there is no reason for any public filing that would reflect ownership participation by the Bishop in the entities planning to redevelop the St. James/Newport Beach property or Legacy or AIGGRE in the Bishop's entity planning the Anaheim development. We believe from Legacy's letter filed with the court last week that there has been dissolution of the deal" by Legacy to purchase the St James building. From other discovery in the case, we believe that the transaction terminated by July 10, 2015. The obvious reason for this result we believe is the community concerns and opposition expressed at the June 17th public meeting and the intense criticism of any possible rezoning expressed by most members of the Newport Beach City Council at its meeting on June 23, 2015. We believe that the Bishop now has encouraged Legacy to threaten to make a potentially large financial claim against the donor Griffith Company in its recent letter and that in the circumstances this is abusive treatment of a generous donor to the LA Diocese and TEC and unbecoming behavior by Bishop Bruno in violation of the Canons. More significantly, the letter confirms a further misrepresentation by Bishop Bruno to the St James congregation. In the meeting on June 10, 2015, Bishop Bruno told the Transition/Evaluation Team for Saint James and Vicar Voorhees that if the transaction with Legacy did not go forward, he would work with the Transition/Evaluation Team and the Saint James congregation on "next steps". This has now proven to be untrue and a further material misrepresentation by the Bishop in violation of the Canons. (The team did not ask Bishop Bruno to confirm this commitment in writing, as it did certain other commitments he made at that meeting and confirmed thereafter by letter of June 17, out of very conscious concern that it might antagonize an already volatile situation). To be clear – the sale of St. James the Great fell out of escrow almost a year ago yet the congregation remains locked out.

These actions and misrepresentations are unbecoming behavior by Bishop Bruno under the canons. There are pastoral, moral, and ethical obligations of clergy, and especially Bishops Diocesan, required by the canons that go well beyond mere "technical" compliance. While there has been no due process in seeking to disband a mission congregation, Bishop Bruno has taken and permitted every step to disable and destroy the St. James the Great congregation. Bishop Bruno by his course of conduct and many misrepresentations has unquestionably violated the canons in multiple respects. It would be an extraordinary result and reflect very poorly on TEC if Bishop Bruno's actions were determined to be canonically sound and no disciplinary action were taken, or if TEC should choose to focus narrowly on the mere existence of canonical violations without regard to their consequences on the Saint James the Great congregation, the Los Angeles Diocese, TEC and potential significant past and future donors of property to TEC.

## ANNEX II

Assuming that the parties are not able to arrive at a mutual Accord, the Complainants encourage the Conference Panel to issue an Order similar to the Accord in Annex I, without the provisions requiring Complainants to take certain steps, and with the following additional paragraphs:

12. Accelerated Effectiveness; Credit in Lieu of Payments. If Respondent should chose to seek to make an Order effective in three days under Canon 9, modifying the Order to reduce and convert the amounts to those provided in Paragraph 9, the Complainants will not object to such reductions and conversions to the Presiding Bishop, and will use best efforts to cause all Injured Persons and the Community as defined in the Canons to similarly not object to such reductions and conversions, so that the Order may become effective prior to or as early as June 26<sup>th</sup> and services may resume in the Saint James the Great building on that date or as soon thereafter as possible.

13. Record Preservation. If Respondent should refuse or appeal such Order under the Canons, the Respondent shall, and shall cause Corp Sole and the Los Angeles Diocese to maintain and preserve and identify all records relevant to any later Hearing for this matter, including all emails, notwithstanding their respective otherwise prevailing document retention and destruction schedules for records generally.

14. Disclosure of Proposed Order under Certain Circumstances. If Respondent should refuse such order or appeal such Order under the Canons so it does not become effective after twenty days, and chooses to continue to lock out the congregation from the St. James the Great property or continue to treat Vicar Voorhees as having resigned, or if the Respondent shall resign as bishop diocesan so as to terminate his power and authority to carry out the terms of the Order, then the Order by its terms shall be modified to suspend all obligations of all parties and, in the case of refusal or appeal, the amount of each return and reimbursement under paragraph 8 shall increase monthly by 1% per month, or such other amounts as may be determined by the Conference Panel, and in the case of such events other than resignation, by authority of the Conference Panel under Canon 12.8 the Order shall be made available following such refusal or appeal as follows—

- a. seven days thereafter, to all members of the Corporation and Standing Committee and to all staff of the LA Diocese;
- b. fourteen days thereafter, to all clergy, both active and retired, of the LA Diocese;
- c. twenty-one days thereafter, to the Presiding Bishop and the TEC officers, chancellors and staff;
- d. twenty-eight days thereafter, to all Bishops of the Episcopal Church in North America, including members of any Hearing Panel,
- e. thirty-five days thereafter, to all Episcopal clergy in North America;
- f. forty-two days thereafter, but in any event no later than September 1, 2016, to the public.

And in the case of resignation, by authority of the Conference Panel under Canon 12.8 the Order shall be made available following resignation as follows—

- a. 10 days thereafter, to all person identified in clauses a through e immediately above;
- b. 20 days thereafter, to the public.

Provided, however, that

(1) further availability to broader audiences as provided above shall be discontinued promptly upon the respondent making available the St James church for use and worship and restoring Vicar Voorhees with full retroactive benefits; and  
(2) the Presiding Bishop shall retain full authority under Canon 14.13 to accelerate the foregoing schedule of availability or make additional disclosures in his discretion in all circumstances, including a discontinuance and restoration as set out in the immediately preceding clause.