

OPPOSITION OF THE CHURCH ATTORNEY
TO THE MOTION TO DISMISS OR STAY OF BISHOP BRUNO
FILED WITH THE HEARING PANEL ON SEPTEMBER 9, 2016

The Church Attorney opposes the motion of Respondent Bishop J. Jon Bruno to dismiss or stay this case. This is a disciplinary proceeding—only Bishop Bruno’s conduct as stated in the Statement of Charges is relevant. The Bishop’s entire motion is based on claims of misconduct by others, namely after-the-fact conduct by Complainants, investigators and the intake officer. Such conduct does not bear on the proof of his conduct. For this reason alone, the entire motion must be denied.

Nonetheless, to provide background and context, the Church Attorney sets out briefly the charges and some of the evidence that supports the charges. This opposition then responds specifically to Bishop Bruno’s claims of misconduct by others.

I. THERE IS SUBSTANTIAL EVIDENCE OF CANONICAL VIOLATIONS BY BISHOP BRUNO

A. Bishop Bruno Did Not Have Valid Standing Committee Consent to Sell St. James

Allegation 1 in the Statement of Charges is that “the Respondent failed to obtain a valid consent of the Standing Committee of the Diocese of Los Angeles to the sale of the St. James the Great real estate for worldly or common use as required by Canon II.6.3,” which 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.”

The sanctuary of St. James stands on property donated by the Griffith Company to the Episcopal Church in 1945 for “church purposes exclusively.” The present church building was consecrated by Bishop Bruno in late 2001 and re-dedicated by Bishop Bruno in late 2013. Bishop Bruno has only ever cited two meetings of the Standing Committee to support his argument that the sale of this sacred property was approved by the Standing Committee: meetings on March 25, 2009, and June 8, 2015. Let us look at these two meetings in turn.

At the March 2009 meeting, the Standing Committee discussed four properties, including St. James Newport Beach, that were the subject of ongoing litigation between the Episcopal church and breakaway Anglican congregations. The Standing Committee

approved a change of status for all four congregations: they would cease to be parishes and would become missions; two churches (not including St. James) would be transferred to Corp Sole. With respect to St. James, the minutes state that “as it pertains to the the holding of title on the St. James property, Bishop Bruno noted that it was too soon to discern what may occur.” Exhibit 1. (For more information on Corp Sole, consult the recent Report of the Los Angeles Special Committee Concerning Corp Sole, attached as Exhibit 2.)

Mr. Bill Hawkins, Mr. Bruce Linsenmayer, and Reverend Canon Cindy Evans Voorhees were members of the Standing Committee and attended this March 2009 meeting. See attached Hawkins Declaration; Linsenmayer Declaration; Voorhees Declaration ¶ 4. All three witnesses confirm that the Standing Committee did not approve the transfer of St. James to Corp Sole. They recall additional discussion, not recorded in the March 2009 minutes, during which there was a consensus that the St. James property should not be sold if there was a viable congregation in the building. Bishop Bruno, according to these three witnesses, did not disagree with this consensus.

By the time of the June 2015 Standing Committee meeting, Bishop Bruno had already signed and announced the agreement to sell St. James to Legacy for \$15 million. The sale had become controversial, and Bishop Bruno was seeking “support” from the Standing Committee. The Church Attorney does not have the final minutes of the June 2015 Standing Committee meeting; draft minutes are attached as Exhibit 3. The Standing Committee did not, at this June 2015 meeting, “approve” the sale to Legacy. The Standing Committee merely “concurred” with the sale, while “acknowledging that the Standing Committee has no jurisdiction over Corporation Sole.” The key point is that Bishop Bruno had already signed, on behalf of Corp Sole, a legal agreement to sell the St. James property to Legacy Residential Properties. Whether the Standing Committee concurred or not with the sale of St. James made no difference: Corp Sole was legally bound to sell the property to Legacy so long as Legacy paid the agreed purchase price of \$15 million.

Bishop Bruno has also cited, on this issue, a meeting of the Board of the Corporation of the Diocese of Los Angeles on May 20, 2014. The Board is not the Standing Committee; they are two different groups with different members and different purposes. At this May 2014 Board meeting, Bishop Bruno's chief-of-staff David Tumilty requested and obtained approval to transfer title for the St. James properties from the Corporation of the Diocese to

"Corp Sole." As Reverend Voorhees notes in paragraph 9 of her declaration, she was present as a Board member, and 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 possible for the Bishop, as the head of Corp Sole, to sell the St. James property without the previous consent of the Standing Committee. The minutes of this May 2014 meeting are attached as Exhibit 4.

Bishop Bruno's actions, as partially outlined above, violated Canon II.6.3. By signing the binding sale agreement on April 10, 2015, the Bishop disposed of St. James, a dedicated and consecrated church, for worldly and common uses, without the previous consent of the Standing Committee of the Diocese. Such conduct also violated Canon II.6.2 and IV.4.1(g).

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.

B. Bishop Bruno Misrepresented His Plans for the Future of St. James

Allegation 2 of the charges states that "the Respondent misrepresented to the clergy and congregation of St. James the Great and the local community in various communications prior to May 17, 2015, his plans for the future of St. James the Great."

In 2004, when the prior congregation of St. James voted to secede from the Episcopal Church, and affiliated itself with an Anglican bishop in Africa, Bishop Bruno filed a civil case against the leaders of the Anglican congregation. That case took a decade to resolve. In the summer of 2013, as that civil case was nearing an end, and it seemed that Bishop Bruno would soon recover St. James for the Episcopal Church, he spoke several times with Reverend Canon Cindy Evans Voorhees about the possibility that she would become the vicar of St. James. Among other things she understood that that initially this would be an unpaid position, until the congregation and its contributions grew to a point

where compensation was feasible. She agreed to accept the position, confident that she could build the congregation. Bishop Bruno did not mention or even suggest 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 in the previous congregation. In fact it is now known that Bishop Bruno commissioned at the same time an appraisal of the church property—never mentioning this to his recruit. The Church Attorney does not have a copy of the appraisal, nor a full explanation of why Bishop Bruno commissioned the appraisal, but the date of the appraisal was July 16, 2013. Voorhees Declaration ¶ 5; Exhibit 5.

As set forth in her declaration, in reliance on Bishop Bruno, Reverend Voorhees made substantial sacrifices to become the vicar of St. James. She moved to Newport Beach, from a home in Huntington Beach in which she and her husband had lived for more than twenty years. She closed down her for-profit consulting business, in which she provided liturgical advice to congregations building or rebuilding their church buildings. Voorhees Declaration ¶ 6.

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 as an Episcopal Church. The church was packed with people, including many clergy members from around the Diocese. Bishop Bruno called upon Reverend Voorhees and the congregation to build a new, inclusive Episcopal church within the walls of the existing buildings. He expressed himself as "overjoyed" that St. James was once again an Episcopal Church and talked about creating a church for "years to come." He made no mention of the possibility that the St. James property would be sold. Exhibit 6; Voorhees Declaration ¶ 7.

Beginning at this service and continuing through the date he announced the sale, the congregation was encouraged to donate to St. James. 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.

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 would not be sold, that it would "continue in ministry." Exhibit 7.

In October 2014, Reverend Voorhees made a wonderful presentation to the Board of the Diocese on the progress of St. James. She highlighted the dramatic growth of the congregation, the way in which she and the congregation were combining traditional worship with twenty-first century innovations. Bishop Bruno and other Board members praised not only the presentation but the work which Reverend Voorhees and the congregation were doing to build up St. James. There was no hint, from Bishop Bruno or anyone else, that St. James would be sold. Exhibit 8; Voorhees Declaration ¶ 11.

In or about January 2015, Reverend Voorhees received a telephone call from a real estate agent, who asked if the St. James property was for sale. Reverend Voorhees told the agent that the property was not for sale. Reverend Voorhees called Ted Forbath, the chief financial officer of the diocese, who responded that he "would not get between a priest and her bishop." Reverend Voorhees then spoke with David Tumilty, who said he "did not know anything about it." Voorhees Declaration ¶ 12.

On or about February 17, 2015, the date of the regular monthly meeting of the Diocese Board, Reverend Voorhees met Bishop Bruno to bring him up to date on St. James. (It was her practice to meet with him monthly, before or after these board meetings, to update him on St. James.) At this meeting, Bishop Bruno asked Reverend 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? Reverend 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 Reverend Voorhees that she need not worry, that he would not sell St. James. Voorhees Declaration ¶ 13.

On April 10, 2015, Bishop Bruno signed a secret agreement to sell the St. James property to Legacy for \$15 million. In late April or early May he told Reverend Voorhees of the sale and the plan to destroy the building, on which she had worked herself as a liturgical and architectural consultant. She pleaded with him to reconsider. Bishop Bruno told her that he would “just as soon see the f—r burn down.” Reverend Voorhees also begged Bishop Bruno to consider the congregation, which had worked so hard to build a new St. James the Great—just as he had asked them to do in October 2013. He dismissed these faithful Episcopalians, telling her “it is only a hundred people.” Bishop Bruno, in this first conversation about the sale with Reverend Voorhees, instructed her not to reveal the sale to anyone else, other than her husband. Voorhees Declaration ¶ 14. It was not until Sunday May 17, 2015, that Bishop Bruno, at the coffee hour after church services at St. James, revealed to the congregation that he had sold their church building out from under them.

The evidence shows that Bishop Bruno contemplated, from late 2013 through early 2015, that he would sell St. James the Great. This is the only sensible explanation for the July 2013 appraisal, the May 2014 transfer of title, and the January 2015 inquiry about the property. The Bishop’s statements and omissions, relied upon by Reverend Voorhees and the congregation, violated Canon IV.4.1(h)(6), which requires that every Member of the Clergy avoid “conduct involving dishonesty, fraud, deceit or misrepresentation.”

C. Bishop Bruno Misrepresented the Financial Status of St. James

Allegation 3 in the Statement of Charges is that “the Respondent misrepresented in May and June of 2015 that St. James the Great was not a sustainable congregation.”

St. James the Great started, in the fall of 2013, with nothing other than a building and a vicar and a handful of people. It started with no pledges and no bank accounts. One of the first steps taken by Reverend Voorhees was to form a finance team, of seasoned financial professionals, headed by Evangeline Andersen, a Certified Public Accountant (inactive), whose “day job” is as the executive in charge of financial and contract internal audits for Southern California Edison. The finance team prepared and adopted a budget for

calendar year 2014, which was submitted to the Diocese. Andersen Declaration ¶¶ 2-4; Voorhees Declaration ¶ 8.

This 2014 budget provided for a “diocesan contribution” from the diocese of \$60,000 for this first full year of the new congregation. The budget also provided, however, for a “mission share pledge” from the congregation *back* to the diocese of about \$25,000. On a net basis, then, according to the 2014 budget, St. James the Great would cost the Diocese only about \$35,000. St. James the Great met and indeed exceeded its financial goals during 2014 and ended the year with about \$120,000 in its bank accounts. Andersen Declaration ¶ 4.

Midway through 2014, the finance team started work on the budget for calendar year 2015. This initial draft budget provided for a reduced grant from the diocese, only \$48,000, a substantial payment back to the diocese, of about \$30,000. The initial budget also provided for a “housing allowance” for Reverend Voorhees of \$36,000 per year. Reverend Voorhees submitted this detailed draft budget to the diocese on July 1, 2014. *She copied Bishop Bruno himself on her email.* The diocese approved the proposed grant of \$48,000 for calendar year 2015 for St. James the Great. Andersen Declaration ¶ 5; Voorhees Declaration ¶ 10; Exhibit 9.

In late 2014, the St. James the Great finance committee, in light of the strong finances of the congregation, approved and made a one-time payment to Reverend Voorhees. The finance team also prepared a final budget for 2015. The final 2015 budget provided for \$48,000 coming from the diocese, and \$40,200 going back to the diocese, or a net cost to the diocese of \$7,800 per year. The final 2015 budget provided for an increasing housing allowance (paid for from contributions) for Reverend Voorhees, for a total of \$72,000 for the year. The final 2015 budget also reflected approximately \$250,000 in expected donations from the congregation. Reverend Voorhees submitted this budget to the diocese, as required, in early 2015. Andersen Declaration ¶ 6.

St. James the Great was on track to meet this budget until Bishop Bruno announced the sale. In particular, by the end of May 2015, the month in which Bishop Bruno announced the sale, the congregation had made payments to the diocese of about \$12,000. The congregation’s balance sheet was healthy, with approximately \$100,000 in its bank account as of the end of May 2015. Bishop Bruno now claims that “without notice to or

authority from me, St. James the Great had begun to pay [Reverend Voorhees] a salary, initially at \$60,000 per year, and subsequently increased to \$65,000 per year." Bruno Declaration paragraph 5. These dates and figures are wrong, but the key is that Bishop Bruno *knew* the congregation intended to pay its vicar, at least through the July 2014 email, copied to him personally. Andersen Declaration ¶ 7; Exhibit 9.

In early June 2015, after Bishop Bruno announced the sale of St. James the Great, and after the sale had become controversial in the local community, Bishop Bruno sent a letter to Mayor Pro Tem Diane Dixon of Newport Beach. In this letter, he stated that the "operating expenses [of St. James the Great] were no longer sustainable at as much as \$300,000 annually." Exhibit 10. 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." Exhibit 11.

These statements about the finances of St. James the Great, in light of the facts known by Bishop Bruno, were "conduct involving dishonesty, fraud, deceit or misrepresentation." As noted above, Bishop Bruno *himself* received a copy of the initial 2015 budget for St. James in the summer of 2014, a budget showing a net cost to the diocese of less than \$20,000. His staff received the final 2015 budget early in 2015, a budget showing an even lower net cost, and fully disclosing the planned payments to Reverend Voorhees. 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.

The evidence will show that Bishop Bruno's representations that St. James the Great was not financially sustainable were false. His June 2015 letter to the Mayor Pro Tem of Newport Beach that St. James the Great was costing the diocese \$300,000 a year was especially egregious. Bishop Bruno publicly painted a false picture to justify his sale.

D. Bishop Bruno Misrepresented that Reverend Voorhees Resigned

Allegation 4 in the Statement of Charges is that “the Respondent misrepresented on or about June 17, 2015, that the Vicar of St. James the Great, the Rev’d Cindy Evans Voorhees, had resigned her position as Vicar of St. James the Great.”

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 Bishop Bruno notes in his papers, Reverend Voorhees discussed with him what she might do if he proceeded with his plans to sell and close St. James the Great. In particular, they discussed the possibility that she would work as diocesan representative to the Compass Rose Society. She informed him in person, however, on or about June 16, 2015, that she would not take the Compass Rose position. It was, as she notes in her declaration, a “nothing position” that he was offering to try to “buy her off” as he closed down St. James the Great. Andersen Declaration ¶¶ 8-10; Voorhees Declaration ¶¶ 15-16.

On June 25, 2015, just before what she believed would probably be the last church services in St. James the Great, Reverend Voorhees sent what she termed a “last pastoral letter” to the congregation. 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. Exhibit 12. On June 28, 2015, Reverend Voorhees led the congregation, and dozens of visitors, in Sunday morning services at St. James the Great. The church was packed. Voorhees Declaration ¶ 18.

On June 29, 2015, Bishop Bruno sent a letter to Reverend Voorhees, saying he had received a copy of her June 25 letter “by way of a third party” and that he would “consider the correspondence your letter of resignation as my Vicar for the congregation effective at midnight on Sunday June 28, 2015.” Immediately Reverend 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, Reverend Voorhees

received an email from David Tumilty, referring to her resignation. She replied immediately, insisting that she had not resigned. Voorhees Declaration ¶ 19; Exhibit 13.

Reverend 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 knows that she is serving as the Vicar. But he has terminated all her pay and her pension benefits. She received her final paycheck in August 2015. For the first few months after June 2015, Reverend Voorhees simply worked for nothing for the congregation and the diocese. Starting in December 2015, the congregation, through its non-profit Save St. James the Great, has been able to pay Reverend Voorhees her salary. Voorhees Declaration ¶¶ 20-21.

Bishop Bruno's claim, that Reverend Voorhees resigned, was false. For him to say that she has resigned 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 Reverend 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.

E. Bishop Bruno Misrepresented the Leaseback Arrangements

Allegation 5 in the Statement of Charges is that "on or about May 17, 2015, the Respondent misrepresented to several members of St. James the Great that the church could have the use of the church property until October 2015 under a leaseback, and that the Diocese would provide financial assistance for the congregation during that leaseback period."

On May 17, 2015, when Bishop Bruno informed the stunned St. James 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. Some people remember him as saying that he *believed*

there was a leaseback in the agreement until October, but was not quite sure. Andersen Declaration ¶¶ 8-9; Voorhees Declaration ¶ 15.

On June 9, 2015, Bishop Bruno met with several members of the St. James congregation, including Reverend Voorhees. The Bishop said that St. James could, if it wished, remain a congregation. He said that Vicar Voorhees could, if she wished, remain the Vicar. He said that in order for the congregation to remain in the building after the end of June, he would need to consult with Legacy, and he doubted whether the congregation could continue to worship in the building beyond that date. Voorhees Declaration ¶ 17.

Both Bishop Bruno's statement in May, that the congregation could remain until October, and his statement in June, that the congregation could not remain without the consent of Legacy, were misrepresentations. The Legacy agreement gave the Bishop the option to lease the St. James property back for three one-month terms, starting on the closing date, set for June 24, 2015. Exhibit 14 (Legacy Agreement; see especially Exhibit H). 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. There was no need for Bishop Bruno to consult with Legacy about letting the congregation remain, for 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, by suggesting the congregation could only remain in the building beyond June with the consent of Legacy.

F. Bishop Bruno Has Acted in a Manner Unbecoming a Clergy Member

Allegation 6 in the Statement of Charges is that "the Respondent acted in a manner unbecoming a clergyperson by (a) misleading and deceiving the clergy and people of St. James and the local community as to his plans for St. James the Great and (b) summarily taking possession of the real and personal property of St. James the Great on or about June 29, 2015." Title IV Canon 2 defines "Conduct Unbecoming a Member of the Clergy" as "any disorder or neglect that prejudices the reputation, good order and discipline of the Church, or any conduct of a nature to bring material discredit upon the Church or the Holy Orders conferred by the Church." This opposition, and the parallel motion for an interim order,

outline the conduct of Bishop Bruno that has prejudiced the reputation and brought discredit upon the Church. The unseemliness of his conduct is all too obvious and all too public.

II. THERE IS NO REASON TO STAY OR DISMISS THIS TITLE IV CASE

In general, to dismiss a complaint without a hearing, a tribunal must determine that even if the complaint's allegations are true, they would not constitute an offense. Bishop Bruno's motion does not even attempt to meet this standard, and as set forth above, he could not meet it even if he tried. Nonetheless the Church Attorney now addresses his arguments.

A. The Save Civil Case Is Not a Reason to Stay or Dismiss this Canon Law Case

Bishop Bruno's first argument is that this Title IV case should be stayed or dismissed because *some* of the Complainants have participated, as members of Save St. James the Great ("Save"), in a civil case to enforce the 1945 church use restriction on the St. James the Great property. This argument fails for several reasons.

First: the verified complaint and the verified amended complaint in the Save civil case do not even *mention* the Constitution or any of the Canons of the Episcopal Church. Save does not allege that Bishop Bruno violated the canons; Save alleges that his proposed sale would violate the church use restriction on the St. James property that is in the public property records on file at the county offices. Nor did Bishop Bruno's lawyers, in their motion to *dismiss* the Save case, make any mention of the Constitution or the Canons of the Episcopal Church. The Bishop's lawyers argued that Save lacked "standing" or, other words, that even assuming there is a church use restriction on the property, that Save and its members could not enforce that restriction, that only the Griffith Company, the original 1945 donor, could enforce that restriction. Both the verified complaint and the verified amended complaint of Save, in the civil case, are attached to the Bishop's motion papers.

The Save civil case and this Title IV case involve entirely different issues. The Save civil case is a property dispute, about the church use restriction, and a standing dispute, about whether Save has the right to enforce that church use restriction. This Title IV case is about misconduct by Bishop Bruno.

Bishop Bruno relies, in this section of his argument, on Title IV Canon 19 Section 2. That section provides, in full: “No member of the Church, whether lay or ordained, may seek to have the Constitution and Canons of the Church interpreted by a secular court, or resort to a secular court to address a dispute arising under the Constitution and Canons, or for any purpose of delay, hindrance or otherwise affecting any proceeding under this Title.” This Canon simply does not apply.

First: the Save civil suit does not seek to have the Constitution or Canons interpreted by a secular court: the complaint in the civil suit does not even mention the Constitution or Canons. The Save civil suit is not a resort to a secular court to address a dispute arising under the Constitution or Canons: Save’s lawsuit is a perfectly proper request that a civil court resolve a civil property dispute. The Save civil suit does not attempt to delay, hinder or otherwise affect this Title IV case. The Complainants have not sought to hinder or delay this Title IV case. On the contrary, they have sought at every stage to hasten this Title IV case. The Save civil suit was not filed to affect this Title IV case; it could not have been, for the civil suit was filed *before* this Title IV case was commenced.

Second: the provision upon which Bishop Bruno relies to suggest that the Hearing Panel can dismiss a Complaint because of misconduct by the Complainants provides no such thing. Bishop Bruno cites Title IV Canon 13 Section 9. The first sentence of that section provides that “The Hearing Panel shall have the authority, upon reasonable notice, to impose sanctions on the Respondent, the Respondent’s counsel, or the Church Attorney, for conduct that the Hearing Panel deems to be disruptive, dilatory, or otherwise contrary to the integrity of the proceedings.” There is no mention of the Complainants. This omission was not an error, for the next three sentences of section 9 go on to deal with the three situations; misconduct by the Respondent; misconduct by the Respondent’s counsel; and misconduct by the Church Attorney.

Third: Bishop Bruno is wrong when he asserts that the Save civil suit seeks “restoration of Rev. Cindy Voorhees as vicar of the former congregation of St. James the Great.” There is nothing in the Save civil suit about restoring Reverend Voorhees to her rightful position as vicar of St. James the Great.

Fourth: the Complainants in this title IV case are *not the same* as the members of Save St. James the Great. For example, there are eleven clergy members who have signed

the complaint against Bishop Bruno, only two of whom are members of Save. Voorhees Declaration ¶ 24.

Fifth: Bishop Bruno, of all people, should not be heard to complain about using the civil courts to litigate questions about church canons. In 2004, when Bishop Bruno filed suit against the Anglicans, seeking to recover the St. James property for the Episcopal Church, his complaint was filled with references to the Constitution and Canons of the Episcopal Church. He argued, in essence, that under the Constitution and Canons the St. James property did not belong to the St. James congregation; it belonged to the entire Episcopal Church. (Bishop Bruno's verified complaint in the Anglican litigation is Exhibit 6 to the Motion for Interim Relief.) The bishop's argument ultimately prevailed, in the California Supreme Court, but only after an extended battle in the civil courts, one in which there were serious questions about whether it was proper for the civil courts to resolve these canon law questions. *Episcopal Church Cases*, 45 Cal. 4th 467 (2009).

Sixth: Bishop Bruno's request for a stay is logically inconsistent with his request to dismiss. If it was improper for Save to file the civil litigation, because it was an improper attempt to litigate canon law questions in secular courts, then it would be equally wrong for this Hearing Panel to *defer* to the civil courts, by staying this Title IV case so the civil courts could resolve canon law questions. But there is no reason for a stay because the issues in this canon law case, on the one hand, and the two civil cases, on the other, are utterly different. This is not a situation in which one case, the civil case, will help resolve the other case, the canon law case. That is the situation in which a stay makes sense, to allow one court to resolve issues and the other court to follow its lead. Here, whatever the ultimate outcome of the civil case, this Hearing Panel will still have to hear and decide the alleged canonical violations by Bishop Bruno.

Seventh: Bishop Bruno asserts in paragraph 7 of his declaration that he was "compelled to commence a quiet title action" in late June 2015 against the Griffith Company. Bishop Bruno chose to file a lawsuit against the Griffith Company, including a claim for punitive damages.

In sum, the pending civil cases provide no basis to stay or dismiss this Title IV case.

B. The Allegedly Improper July 17 Email Is No Reason to Dismiss

Bishop Bruno's second argument is that this Title IV case should be dismissed because some of the Complainants improperly disclosed, in a July 17, 2016, email, what happened at the June 20, 2016, Conference Panel session in this Title IV Case. Even assuming the July 17 email was in some way improper, the email does not affect this disciplinary case. And in any case the email was not improper.

It is important to consider the July 17 email in context. The Title IV complaint against Bishop Bruno has been, almost from the outset, a subject of intense local and national interest. All the key facts in this case have been public from an early date: that Bishop Bruno signed the agreement to sell St. James in April 2015; that the purchaser Legacy intended to tear down the church buildings and construct townhouses; that Bishop Bruno locked the congregation and the community out of the church in late June 2015; that the Legacy sale did not close as planned.

In the spring of 2016, before the June 20 Conference Panel session, there were press reports that there would be such a session in Los Angeles on that date. Almost immediately after the Conference Panel session, the Episcopal Church appointed this Hearing Panel and the current Church Attorney. On July 1, 2016, Bishop Hollerith for the Hearing Panel issued the statement of charges and noted that Bishop Bruno had thirty days to respond to the statement of charges. These were major developments in this Title IV Case. The formation of the Hearing Panel and the statement of charges against Bishop Bruno were *public*, under Title IV Canon 13 Section 6, which makes the Hearing Panel process public unless and until the Hearing Panel orders otherwise.

The section of the July 17 email about which Bishop Bruno now complains described how the congregation, in the days leading up to the June 20 session, hoped and prayed for an Accord that would resolve the situation, and allow the congregation back into its beloved church. It attached a copy of the June 10 document which the Complainants submitted to the Conference Panel, summarizing their prior public filings in this Title IV case. It reported that no Accord was reached at the June 20 session. It reported that the Episcopal Church, on July 1, had appointed this Hearing Panel and presented the current charges against Bishop Bruno. It summarized the charges.

This section of the July 17 email, in the overall context, was not a violation of Title IV

Canon 12 Section 8, which provides that proceedings before a Conference Panel are generally confidential. The mere fact that there was a Conference Panel session on June 20 could be not confidential—not when the session had already been announced in the press, not when the session was attended by over a hundred people. Nor was it possible, on July 17, to describe the actions of the Episcopal Church, in appointing the Hearing Panel, without in some way referring to the Conference Panel, for the appointment of the Hearing Panel was itself proof that the Conference Panel had not reached an Accord. Nor was providing a copy of the statement filed by the Complainants on June 10 a violation of this rule, for a statement filed on June 10 could not reveal confidential details about what would happen ten days later, on June 20, at the session of the Conference Panel.

The summarized section of the July 17 email was a brief summary of the situation as of that date. Soon after the July 17 email was posted, however, the bishop's counsel complained about it to Bishop Henderson. Bishop Henderson sent an email on July 22 to Mr. Kroener and others. Save revised the form of the email posted on the Save website, and removed the June 10 document from the Save website. Voorhees Declaration ¶ 26.

In sum, the July 17 email is no reason to dismiss this disciplinary case against Bishop Bruno.

C. Alleged Improper Actions of Others Are No Reason to Dismiss

Bishop Bruno's third argument is that this Title IV case should be dismissed because Bishop Matthews, Chancellor Beers, and other senior church officials have acted improperly. The Hearing Panel should reject this argument, which attacks normal investigative procedures.

The Right Reverend F. Clayton Matthews is the Bishop for the Office of Pastoral Development, the Managing Director of the College of Bishops, and the Intake Officer for all Title IV complaints against bishops. When William Kroener sent the initial complaint to Bishop Matthews on July 6, 2015, the Bishop initiated a preliminary investigation, as contemplated and indeed required by Title IV. On July 23, 2015, Bishop Matthews wrote a letter to Mr. Kroener, informing him that he had determined that the allegations, if true, would constitute a violation of the canons, and that he was therefore forwarding the matter to a Reference Panel. Bishop Matthews copied on this letter Bishop Bruno and the two

other members of the Reference Panel: the Presiding Bishop and Bishop Catherine Waynick, the head of the Disciplinary Board for Bishops. Bishop Matthews attached to his letter various material, including notes of his interviews with Bishop Bruno. Bishop Bruno now argues that by attaching these notes Bishop Matthews violated Title IV Canon 6 Section 10, which provides that “all communications and deliberations during the intake and referral stages shall be confidential except as the Bishop Diocesan deems to be pastorally appropriate or as required by law.”

Bishop Bruno’s argument, that Bishop Matthews violated the canons, is extraordinary in several ways. First, Bishop Bruno has waited *more than a year* to raise this allegation against one of his fellow bishops. Certainly he should have contemporaneously objected to the procedure if he believed it wrong. Second, Bishop Bruno has ignored the cc line of the letter, and the wording of the rule, which make it clear that Bishop Matthews attached the material in his role acting for the Presiding Bishop, who has the right to order the release of information. Canon IV.6.10. Third, if one reads the interview notes, they say more or less just what Bishop Bruno has said in other ways in this Title IV case. For example, on June 29, 2015, in a conversation at General Convention, Bishop Bruno told Bishop Matthews that he did not seek the consent of the Standing Committee “because the S.C. had previously given the property to Corp Sole, but he went to them anyway this past spring to seek their advice and counsel. They not only gave him both, but also voted to support the sale without any objections.” This is essentially the same argument Bishop Bruno has made in his most recent pleadings about “in principle” approval from the Standing Committee. Given the similarity of these statements, there is no injury, much less an injury serious enough to warrant dismissal of this Complaint.

On October 30, 2015, according to the motion of Bishop Bruno, Bishop Matthews, David Beers and Mary Kostel had a telephone call with Bishop Bruno. Mr. Beers “made inquiries of Bishop Bruno as though conducting an investigation of the presentment.” Such an investigation, Bishop Bruno claims, “is not authorized under any provision of the Constitution and Canons of the Church, and affects and denigrates the dignity of the process.” Bishop Bruno’s claim ignores several key provisions of the Canons. Title IV Canon 11 is headed “Of Investigations.” This canon provides that, in a Title IV case, the Reference Panel may make use of one or more Investigators to investigate and report. This title

applies in cases involving bishops, under Title IV Canon 17 Section 1, which provides that “except as otherwise provided in this Canon, the provisions of this Title shall apply to all matters in which a Member of the Clergy who is subject to the proceedings is a Bishop.” And Title IV Canon 17 Section 2(e) ensures that Investigators may be appointed in cases involving bishops, for it provides that “Investigator shall mean any person who is qualified to serve as an Investigator under this Title, selected by the Disciplinary Board for Bishops.” Certainly it was proper for Mr. Beers to ask “investigative questions” of Bishop Bruno; that is how investigators work.

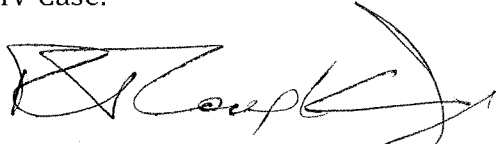
Bishop Bruno’s third point, directed at the Presiding Bishop of the Church, arises out of a letter that he claims two priests in the diocese sent on August 26, 2015, to Presiding Bishop Jefferts Schori, and to Bishops Matthews and Waynick. Bishop Bruno complains that the Presiding Bishop and other Bishops never answered this letter and argues that this supposed misconduct by the Presiding Bishop warrants dismissal of this Title IV case. Here Bishop Bruno does not cite a canon and that is because he cannot; it is simply not against the canons for the Presiding Bishop to fail to answer every letter in her inbox.

Bishop Bruno’s fourth point is that these alleged “canonical violations and irregularities” have denied him the “presumption of innocence.” But it is Bishop Bruno, not the Church Attorney, who has brought these various points to the attention of the Hearing Panel, so whatever harm he suffers is self-inflicted. The Church Attorney is confident that the Hearing Panel will accord Bishop Bruno the presumption of innocence when evaluating the evidence after a full Hearing.

[conclusion/signature next page]

CONCLUSION

The Hearing Panel should deny Bishop Bruno's motion to stay or dismiss this Title IV Case.

A handwritten signature in black ink, appearing to read "R. Coughlan". The signature is stylized with a large, sweeping flourish that extends to the right and loops back under the name.

Raymond J. "Jerry" Coughlan
Church Attorney

ANDERSEN

**OPPOSITION TO
MOTION TO DISMISS**

SEPTEMBER 2016

**DECLARATION OF EVANGELINE ANDERSEN
TITLE IV CASE AGAINST BISHOP J. JON BRUNO**

I, Evangeline K. Andersen, declare as follows:

1. I provide this declaration for use in the Title IV Case against Bishop J. Jon Bruno. If called as a witness, I could and would competently testify to the following of my own personal knowledge.
2. I attended Tulane University, where I received my bachelor of science degree in management with a concentration in finance. I then attended the University of Southern California, where I received my Master of Accounting Degree. I am a Certified Public Accountant, inactive, and worked at the outset of my career with a major accounting firm, Deloitte and Touche. More recently, I was with Kilroy Realty Corporation, as its director of financial reporting and controls, and I now serve as the director of financial and contract internal audit for Southern California Edison.
3. I am a member of the Episcopal Church and the congregation of St. James the Great. From late 2013 through late 2015, I served as the head of the Finance Team of St. James the Great. The Finance Team included several seasoned financial professionals, including Helen Timpe, a senior vice president and wealth adviser with Morgan Stanley, David Moore, a retired senior executive, Bruce Bennett, a retired senior executive and then co-Bishop's Warden at St. James the Great, and Robert Voorhees, now a senior vice president for investments at Stifel, Nicolaus & Co.
4. St. James the Great started, in the fall of 2013, with nothing other than a building and a vicar and a handful of people. One of the first tasks for the finance team was to prepare a budget for the next year, the first full year of the new congregation. The 2014 budget envisaged that donations from the congregation, estimated at \$140,000, would be supplemented by a "diocesan contribution" of \$60,000. The budget also provided, however, for a "mission share pledge" from the congregation *back* to the diocese of about \$25,000. On a net basis, then, according to the 2014 budget, St. James the Great would cost the Diocese only about \$35,000. St. James the Great met and indeed exceeded its financial goals during 2014 and ended the year with about \$120,000 in its bank accounts.
5. Midway through 2014, the St. James the Great finance team started work on the budget for calendar year 2015. This initial draft budget provided for a reduced grant from the diocese, only \$48,000, a substantial payment back to the diocese, of about \$30,000. The initial budget also provided for a "housing allowance" for Reverend Voorhees of \$36,000 per year. Reverend Voorhees submitted this draft budget, including a narrative document that described payments and pension contributions for Reverend Voorhees and other staff, to the diocese on July 31, 2014. She copied Bishop Bruno himself on her email and she forwarded the email to the finance team. The diocese approved the proposed grant of \$48,000 for calendar year 2015 for St. James the Great; we know this because we started to receive payments of \$4,000 per month in early 2015.

6. In late 2014, the St. James the Great finance committee, in light of the strong finances of the congregation, approved and made a one-time payment to Reverend Voorhees. (Neither Reverend Voorhees nor Bob Voorhees participated in the approval of this motion.) The finance team also prepared a final budget for 2015, providing for \$48,000 coming from the diocese, and \$40,200 going back to the diocese, or a net cost to the diocese of \$7,800 per year. The final 2015 budget also reflected approximately \$250,000 in donations from the congregation. The final 2015 budget provided for an increasing housing allowance for Reverend Voorhees, for a total of \$72,000 for the full year. Reverend Voorhees submitted this budget to the diocese, as required, in early 2015.

7. St. James the Great was on track, until Bishop Bruno announced the sale, to meet this 2015 budget. In particular, by the end of May 2015, the congregation had made payments to the diocese of about \$12,000. The congregation's balance sheet was healthy, with approximately \$100,000 in its bank account as of the end of May 2015.

8. I was among the audience of about a hundred, at the coffee hour after church services on Sunday May 17, 2015, when Bishop Bruno announced to the congregation that he had signed an agreement to sell their church to a developer for \$15 million. We were stunned: none of us had any indication that Bishop Bruno was thinking of selling the building

9. When someone asked how long the congregation could remain in the building, Bishop Bruno said that he believed the congregation could remain until October, although he was somewhat unsure—he was not sure of the terms of the leaseback arrangement. Bishop Bruno was not well prepared for the questions which he should have anticipated from the congregation.

10. Bishop Bruno made another comment on May 17, 2015, that outraged me: he said "I do not owe a fiduciary duty to you." Bishop Bruno was and is the bishop and the rector of St. James the Great. He is supposed to be our leader, our pastor, a steward of our resources. Surely, I thought at the time, Bishop Bruno owes a room full of Episcopal donors a fiduciary duty, to care for us and the resources which we have donated to the Church.

11. I did not know at the time, but I now know, that Bishop Bruno is the sole director of Corp Sole, a corporation which owns not only St. James the Great but dozens of other valuable church and commercial properties. I also now know that Corp Sole is selling church properties in order to generate income. This is a multimillion dollar corporation—headed by one man and operated with no oversight from the various committees in the diocese charged with financial and operational governance. I now realize that, in donating to St. James the Great, I was in essence donating to Corp Sole.

12. While the IRS recommends that individuals carefully research organizations to which they donate, I did not have and cannot gain access to any financial information about Corp Sole. Even though the Bishop publicly promised to release the audited financial statements of Corp Sole at the 2015 Diocesan Convention, he has reneged on this promise and refused to do so, stating that he has been advised not to release financial information about Corp Sole. Thus, to this day, no donors from St. James the Great or any of the other church

properties held in Corp Sole can do any research on the organization to which they are donating.

13. This disregard for financial transparency and lack of financial oversight goes against everything I know as a financial professional about the importance of public financial information, internal controls, and corporate governance. I am thus even *more* outraged today than I was at the time by Bishop Bruno's comment that he does not owe the congregation, or apparently anyone in the diocese, any fiduciary duty. Further details about Corp Sole, about the lack of information about Corp Sole, are included in the recent report of the Special Committee on Corporation Sole, a copy of which is among the Exhibits.

I declare under penalties of perjury under the laws of California that the foregoing is true and correct.

Evangeline K. Andersen
September __, 2016

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I declare under penalties of perjury under the laws of California that the foregoing is true and correct.

A handwritten signature in cursive script that reads "Evangeline K. Andersen".

Evangeline K. Andersen
September 8, 2016

HAWKINS

**OPPOSITION TO
MOTION TO DISMISS**

SEPTEMBER 2016

WILLIAM H. HAWKINS AFFIDAVIT

1. My name is William H. Hawkins. I am a longtime Episcopalian, and currently a member of the Board of Directors of the Corporation of the Diocese of Los Angeles. I was present as a member at the meeting of the Los Angeles Standing Committee on March 25, 2009. I have recently reviewed the minutes of that meeting.

2. As noted in the minutes, Bishop Bruno reviewed with the Standing Committee the status of four churches: All Saints, Long Beach; St. David's, North Hollywood; St. Luke's, La Crescenta; and St. James, Newport Beach. In all four cases, at that time, the church buildings were occupied by Anglican congregations, and the Episcopal church was attempting, through civil litigation, to recover possession and control. The Standing Committee approved a change in the status of all four congregations, from parish to mission status. The Standing Committee also approved the possible sale of two churches: All Saints, Long Beach, and St. David's, North Hollywood. The Standing Committee did not approve the sale of St. James, Newport Beach, or St. Luke's, La Crescenta.

3. Although it is not reflected in the minutes, there was a clear consensus among the members of the Standing Committee that the Diocese should not sell St. James, Newport Beach, or St. Luke's, La Crescenta, if there was a viable congregation at either site. Bishop Bruno did not disagree with this view.

4. The final sentence of the minutes reads: "The Standing Committee and Bishop Bruno will discuss the future of these two sites as options become clearer." I was a member of the Standing Committee for about two years after this March 2009 meeting but, as best I know, there was no further discussion or action by the Standing Committee regarding St. James, Newport Beach, during my time on the Committee.



William H. Hawkins

June 9, 2016

LINSENMAYER

**OPPOSITION TO
MOTION TO DISMISS**

SEPTEMBER 2016

BRUCE LINSENMAYER AFFIDAVIT

1. My name is Bruce Linsenmayer. I was a Member of the Standing Committee from 2005 to 2012. I make this affidavit to provide background information from the Standing Committee meeting of March 25, 2009 which may now be relevant in the pending disciplinary case against Bishop J. Jon Bruno.

2. I was present as a member at the meeting of the Standing Committee on March 25, 2009. I have recently reviewed the minutes of that meeting and remember the conversation regarding the four church properties.

3. As noted in the minutes, Bishop Bruno reviewed with the Standing Committee the status of four churches: All Saints, Long Beach; St. David's, North Hollywood; St. Luke's of the Mountains, La Crescenta; and St. James, Newport Beach. In all four cases, at that time, the church buildings were occupied by Anglican congregations, and the Episcopal Church was attempting, through civil litigation, to recover possession and control. At the request of Bishop Bruno, the Standing Committee approved a change in the status of all four congregations, from parish to mission status. At the request of Bishop Bruno the Standing Committee also approved the possible sale of two churches: All Saints, Long Beach, and St. David's, North Hollywood. Bishop Bruno did not ask for approval and the Standing Committee did not give approval for the sale of St. James, Newport Beach, or St. Luke's, La Crescenta.

4. Not reflected in the minutes, but it is my recollection that there was a consensus among the members of the Standing Committee that neither the Diocese nor the Bishop would sell either St. James, Newport Beach, or St. Luke's, La

Crescenta, if there was a viable congregation at either site. Bishop Bruno did not disagree with this view.

5. The final sentence of the minutes reads: "The Standing Committee and Bishop Bruno will discuss the future of these two sites as options become clearer." My term on the Standing Committee ended in 2012 and therefor I do not have any knowledge about any subsequent conversations or actions by other Standing Committees.

Bruce Linsenmayer 5/9/2016

Bruce Linsenmayer Date

VOORHEES

**OPPOSITION TO
MOTION TO DISMISS**

SEPTEMBER 2016

**DECLARATION OF REVEREND CANON CINDY EVANS VOORHEES
TITLE IV CASE AGAINST BISHOP J. JON BRUNO**

I, Cindy Evans Voorhees, declare as follows:

1. I provide this declaration for use in the Title IV Case against Bishop J. Jon Bruno. If called as a witness, I could and would testify to the following of my own personal knowledge.
2. I attended California State University at Fullerton, from which I graduated with honors in art. Not long thereafter, I started working as a designer and construction project manager, and then as an architectural liturgical consultant, helping congregations that were building or rebuilding their church buildings. I obtained a general contractor's license in California and I worked on more than two hundred fifty different church projects across the country: from monasteries to mega-churches, from Episcopal churches to a Hari Krishna temple. I worked closely with the famed architect George Arthur Bissell on a number of projects, including the complete reconstruction of St. James in Newport Beach. I was among those present in November 2001, when Bishop Bruno consecrated the new structure as an Episcopal church.
3. I was ordained as an Episcopal priest in 2005. I was elected by the diocese to the Standing Committee in 2007 and elected as President of the Standing Committee in 2010. I was elected by the diocese as a Director of the Board of the Corporation of the Diocese in 2010 and I was re-elected for a second term. I was elected as a delegate to General Convention in 2013 and have been Chair of the Commission on Architecture for over ten years. From the time of my ordination through the time I joined St. James the Great, I worked at and with several other congregations, but I also continued my architectural consulting business.
4. I was present, as a member of the Standing Committee, at the meeting of March 25, 2009. The Committee discussed four properties, including St. James Newport Beach, that were the subject of litigation between the Episcopal Church and breakaway Anglican congregations. The Committee approved a change of status for all four congregations: they would cease to be parishes and become missions. Bishop Bruno asked for, but did not obtain, permission to transfer title to all four properties to Corp Sole. The Committee only approved a transfer of the title for *two* of the properties, not St. James and not one other property. In the discussion of St. James, there was a clear consensus that St. James should *not* be sold if there was a viable Episcopal congregation.
5. In the summer of 2013, it seemed that the diocese might soon, through the long Anglican litigation, regain control of the St. James property. I had several conversations in this summer and fall with Bishop Bruno about whether I would be willing to become the vicar of a new Episcopal congregation at St. James. This would be, at least initially, an unpaid position, until the congregation and its contributions grew to a point where compensation was feasible. I agreed to accept the position on these terms, confident that I 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, I would not have accepted the position of vicar. I would have viewed the task as almost impossible: to build a permanent congregation in a temporary building, a few years after a devastating split in the previous congregation. It would be a dead-end job.

6. I made substantial sacrifices to become the vicar of St. James the Great. I moved from Huntington Beach to Newport Beach, leaving a home in which my husband and I had lived for twenty years. I closed down my profitable consulting business. I returned an advance check to a publisher for a book about what congregations should and should not do when they build or rebuild church buildings. The book would have earned money through royalties and promoted my consulting business. I would not have taken these steps if Bishop Bruno had said that the position in Newport Beach was temporary, if he had said that the St. James building was for sale.

7. I was present on October 13, 2013, when Bishop Bruno, accompanied by Bishops Mary Glasspool and Diane Bruce, 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 described me as having "the heart of a lion" and said that I would, with the help of the people of Christ, build a new, inclusive Episcopal church within the walls of the existing buildings. Bishop Bruno expressed himself as "overjoyed" that St. James the Great was once again an Episcopal Church and talked about creating a church for "years to come." He made no mention of the possibility that the St. James the Great property would be sold.

8. I remember the next few weeks as both exciting and challenging. I had a great church building, but I had no altar guild, no choir, no ushers, no pledges, no bank accounts. But, sooner than I expected, people offered to play key roles, including Evangeline Andersen, the head of the finance team. This team prepared a budget for 2014, which I submitted to the diocese late in January 2014. I kept Bishop Bruno informed of our progress through regular updates, either just before or just after the monthly meetings of the Board of the Corporation of the Diocese.

9. I was present, as a member of the Diocese Board, at a regular meeting of that Board on May 20, 2014. At this meeting, 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." There was almost no discussion and no explanation of this request; Bishop Bruno or Canon Tumilty said simply that they wanted to "clear up the title" to the property. I abstained because I did not understand why a transfer was necessary. 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 say that the Board's approval would make it possible for the Bishop, as the head of Corp Sole, to sell the St. James property without the consent of the Standing Committee.

10. In July 2014, the Finance Team prepared a preliminary budget for 2015. I submitted this budget to Clare Zabala, the director of missions for the diocese, on July 31, 2014, as part of a request for a grant from the diocese for that year of \$4,000 per month. I copied Bishop Bruno himself on my email, so that he received this budget along with the other attachments, including the narrative description. The request was approved without any questions or concerns.

11. In October 2014, I 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 of the congregation and myself. I remember hearing from third parties, at about this time, that Bishop Bruno was bragging to them about the success of St. James the Great. There was no hint, from Bishop Bruno or anyone else, that St. James the Great would be sold.

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

13. On or about February 17, 2015, at a face to face meeting, Bishop Bruno asked me 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? I responded that I would not sell either of them; that both properties, with proper leadership, could thrive as Episcopal churches. Bishop Bruno asked me to think and pray on the matter. A month later, at our next meeting, Bishop Bruno assured me that I need not worry, that he would not sell St. James the Great.

14. In late April or early May of 2015, Bishop Bruno informed me that he had signed an agreement to sell St. James the Great for \$15 million to a developer. The developer would tear down the beautiful new church building—on which George Bissell and I and the congregation had all worked—in order to build townhouses. When I implored Bishop Bruno not to do this, he said that he would "just as soon see the f—r burn down." I begged him to consider the congregation, which had worked so hard, just as he had asked them to do in October 2013. He dismissed these faithful Episcopalians, saying "it is only a hundred people." He instructed me that I must not tell anyone about the sale, other than my husband.

15. On Sunday May 17, 2015, Bishop Bruno, at the coffee hour after church services at St. James the Great, revealed to the congregation that he had sold their church building out from under them. When asked how long the congregation could remain at St. James, he said that there was a leaseback option in the agreement, so we could probably remain until October 2015. He also, somewhat inconsistently, said that the last services might have to be as soon as Sunday June 28, 2015.

16. Believing that the sale and closure of St. James the Great was inevitable, I had several conversations with Bishop Bruno and David Tumilty about what I might do next in my

vocation. We discussed, in particular, a position with the Compass Rose Society; indeed Bishop Bruno pressed me to go as a Compass Rose representative to the General Convention in June 2015. I discussed the possible position with others, including a Board Member of the Compass Rose Society who told me that it was a "nothing position." I realized that Bishop Bruno was just trying to buy me off, to simplify the sale of St. James the Great. I told him on or about June 16, 2015, that I would not accept the Compass Rose position.

17. I was present at a meeting on June 9, 2015, of the St. James the Great Evaluation Team with Bishop Bruno, at which he told us that St. James the Great could if it wished remain a congregation and that I could remain as vicar. When asked about his recent comments about the finances of St. James, he said: "I only know what I read in the official reports." He said that for the congregation to remain in the building after the end of June, he would need to consult with Legacy, and he doubted whether the congregation could continue to worship in the building beyond the end of June. He promised financial support to the congregation in the coming months

18. Starting on May 18, 2015, and continuing through the summer, I sent a series of pastoral letters to the St. James the Great congregation, to keep them informed on the rapidly changing situation. On June 25, 2015, I sent what I termed a "last pastoral letter" to the congregation. I told my congregation that I did not believe that I could "lead you into a Diaspora situation" because of the "overwhelming challenges" of leading an Episcopal congregation without a building.

19. On June 28, 2015, I led the congregation, and dozens of visitors, in Sunday morning services at St. James the Great. Among others we were joined by the largely black Episcopal Chorale, from downtown Los Angeles. It was a magnificent service, and we hoped and prayed that it would not be the last service in that magnificent sacred space.

20. On June 29, 2015, Bishop Bruno sent me a letter, saying he had received a copy of my June 25 letter "by way of a third party" and that he would "consider the correspondence your letter of resignation as my Vicar for the congregation effective at midnight on Sunday June 28, 2015." At once I sent him 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 very day that Bishop Bruno locked the church and grounds, I received an email from David Tumilty, referring to my resignation. I replied immediately, again insisting that I had not resigned.

21. On Sunday July 5, 2015, and for every Sunday of that summer, I led the Episcopal congregation of St. James the Great in services in a small park across the street from the locked St. James the Great buildings. It was not easy, bringing all the elements of church, including folding chairs and folding tables, music stands and sound equipment, vestments and chalices, in our various cars to the park. We had to borrow many liturgical items from a nearby parish because ours were locked in the church. It was not completely safe, holding services so close to busy streets. And yet, on some Sundays in that summer, we had

more than two hundred people attending Episcopal services, praising God in that little park.

23. Although I was continuing to serve as vicar of St. James the Great, and Bishop Bruno knew that I was doing so, in the summer of 2015 he terminated my salary and benefits as vicar. I received my final paycheck from the diocese in August 2015. For the first few months after June 2015, I worked for nothing for the congregation and the diocese. Starting in December 2015, the congregation, through its non-profit Save St. James the Great, has been able to pay me a salary.

24. I should note that although many people are both Complainants in this canon law case and members of Save St. James the Great, there are differences between the two groups. There are eleven priests who are Complainants in this case; only two of them are members of Save.

25. I was present at the December 2015 Convention of the Diocese of Los Angeles, held in Ontario. Bishop Bruno devoted about fifteen minutes of his remarks to St. James the Great. During the course of his remarks, he stated that "St. James can continue as St. James the Great. It can continue on a new site. It can join other congregations in the area that neighbors it. It can be a strong, growing church monument without walls."

26. I was present at the June 20, 2016, session of the Conference Panel in Los Angeles. On July 1, 2016, we received notice that this Hearing Panel had been formed and that Bishop Bruno had received a statement of charges, which he would have thirty days to answer. On July 17, 2016, Save St. James sent an email to its friends and supporters reporting recent developments. Bishop Bruno's counsel complained about the July 17 email. Save St. James revised the version of the email on its website, and removed from its website the June 10 document.

27. The congregation of St. James the Great continues to meet every Sunday for worship services, generally in the community room at the City Hall, sometimes in the park near the St. James the Great building. We generally have at least a hundred people at our services; on holidays, such as Easter Sunday, we have over two hundred people. I generally preside, as vicar, although I am occasionally assisted by other priests from around the diocese. It is a lively, diverse, active congregation, with activities such as book groups and Bible study groups and outreach activities and help to a local homeless shelter.

I declare under penalties of perjury under the laws of California that the foregoing is true and correct.



Cindy Evans Voorhees
September 9, 2016