

July 6, 2015

By Email: cmatthews@episcopalchurch.org

The Right Reverend F. Clay Matthews
The Episcopal Church in the United States
815 Second Avenue
New York, New York

Re: Presentment re Bishop Jon Bruno

Dear Reverend Matthews:

This letter of presentment is submitted on behalf of numerous members of the congregation of St James the Great Episcopal Church, Newport Beach, California, and joined in by certain members of the Episcopal clergy from the Los Angeles Diocese and elsewhere. We are seeking through your office appropriate sanctions by the national Episcopal Church against Bishop Jon Bruno, Bishop of the Los Angeles. We are doing so on the basis of the more than 140 canon violations identified in attachments A through D. We are not experts in canon law but have been encouraged to make this submission on as prompt a basis as possible by certain members of the clergy in light of the current circumstances. Certain signatories have been directed by national or local Diosean officials to submit their complaints to your office, though this may be nothing more than avoiding the responsibility for a substantive response to the concerns raised.

As I am sure you know from communications from some of the St. James congregation, the Bishop recently agreed to sell the St James the Great present building to a developer to be deconsecrated and redeveloped and replaced by expensive townhomes. This is very upsetting to many in the congregation and the community, inasmuch as the site has been a church for 70 years and thousands of Newport Beach area Episcopalians have been baptized, confirmed, married and buried there and the earthly remains of a dozen souls rest at the site. Despite the fact that the necessary rezoning will take some years and the property has not been sold, the Bishop has now chosen to lock the congregation out of the building. This Sunday July 5 our worship services were conducted outdoors nearby, and despite the request of the St James Evaluation/Transition Team to the Bishop's designated representative, had to be conducted without the liturgical accoutrements, vestments and choir robes of the congregation as those all remained locked in the church building. Thankfully, the congregation was assisted by a

nearby church, St Michaels in Corona del Mar, California, and liturgical properties and vestments were available, as you will see on the news reports linked on the website mentioned below. You can view many local news reports of our services, as well as see much additional background information and documents cited in the attachments, on the website www.savesaintjamesthegreat.org.

We hope that you will see fit to initiate appropriate action against Bishop Bruno in this matter. Unhappily for many of us, we have been repeatedly advised in recent weeks that this is a local Los Angeles Diosean matter. We believe it should not be, and have been encouraged by some clergy to make this submission to your office. We also hope you see fit to discourage the Los Angeles Diocese from going forward with the proposed sale of the St James church building until these matters are resolved.

We have not at this stage provided this communication or its attachments to Bishop Bruno or officials of the Los Angeles Diocese because many of us are fearful that it may result in additional retribution against the St James congregation, its members and its Vicar by the Bishop and the Los Angeles Diocese. In the absence of objection from your office, however, the entire document and its attachments will be posted on the website cited above by Monday July 13 for all to see.

Those who sign this submission understand it and understand that it is true and accurate under penalties of perjury on the basis of personal knowledge for some as to some items and on the basis of information and belief as to others. Signatures are being collected and will follow soon, with identifying information for each signatory. We anticipate there may be over 100 signatories, including many clergy, by the end of this week.

cc: The Most Reverend Katherine Jefferts Schroi, Presiding Bishop
(pbcommast@episcopalchurch.org)
The Right Reverend Michael Curry, Presiding Bishop-Elect
(michael.curry@episdioc.org)

Attachment A

Listed below are numerous instances of negligent, grossly negligent, reckless or intentional “misrepresentation” by Bishop Bruno in violation of Canon IV.1.(h).6---

1. On Oct 13, 2013, Bishop Bruno reinaugurated St James the Great as a Mission Church of the Los Angeles Diocese and outlined his vision for a new and active congregation. No mention was made of any possible sale of the existing church property for ungodly use. The Bishop in fact suggested that it was wonderful that the church building had been successfully reobtained from the Anglicans for worship. A complete video of his remarks on that date is available at www.SaveSaintJamesTheGreat.org.

2. On May 14, 2014, according to a letter on June 11, 2015 from the Standing Committee to the Los Angeles clergy, the church building used for St James' was approved to be transferred to Corp Sole of the Bishop. No disclosure of this approval or transfer was made to the St James congregation or its Vicar. Under the circumstances, the omission by the Bishop constitutes a serious misrepresentation by silence where the Bishop, as Rector of the mission congregation, had a clear duty to make disclosure of this transfer and any intention to possibly sell the church building for ungodly use.

3. Alternatively to 2 above, the letter from the Standing Committee to the clergy as to what happened at its meeting on May 14, 2014 may be an affirmative misrepresentation that was reviewed and approved by Bishop Bruno. On information and belief, the matter of the transfer of the building to Corp Sole does not appear on the agenda circulated prior to the May 14, 2014 meeting of the Standing Committee and at least some participants in that meeting have no recollection of the matter being raised or discussed. We understand that recent requests by clergy in the Diocese for minutes of Standing Committee meetings have required that staff consult and obtain consent of the Bishop, which is contrary to prior practice so believe steps should be taken to obtain original final minutes as circulated rather than from the official records of the Standing Committee.

4. thru 56. From and after May 14, 2014, to and including May 17, 2015, a period of over 52 weeks, the congregation was solicited on hundreds of occasions to make generous tithes, offerings and other contributions, as well make substantial Stewardship campaign and annual pledges, in part for the continued costs of the St James church building and its maintenance and upkeep, and did make these, with a 10% portion going to the Diocese towards its Mission Share Fund, on the implied basis that the congregation could continue on its current basis and in its existing church property. During this entire period the Bishop and Rector of St James chose not to disclose to the Vicar or the congregation that he was seeking to sell the building and require the congregation to find other space to continue or instead continue as a virtual congregation.

On May 17, 2015, following the regular worship services at the St James property, the Bishop met with the congregation and disclosed for the first time that he as Corp Sole had entered into an agreement to sell the building to a real estate developer for upscale town home and during the course of the meeting made successive multiple misrepresentations as follows---

57. The Bishop said he had the option to leaseback the church for the benefit and use of the congregation because he had told his team to negotiate it. On information and belief, no such option ever existed, and even if it did exist the Bishop never intended to use the option for the benefit of the St James congregation.

58. The Bishop said the Diocese would provide financial support to the congregation for the leaseback through October. Some members of the congregation believe that he indicated an amount of \$25,000 per month.

59-60. A member of the congregation, Mr. Bruce Bennett, the Co-Special Events Team Leader (together with his wife Merilee) for St James, asked whether the Bishop would confirm by contractual commitment to the congregation both the commitment of use of the building until October, 2015, and the provision of financial assistance to the St James congregation of funding for the leaseback. The Bishop responded that he would confirm those contractual commitments to the congregation but that he did not see why he should have to do so in writing since his word was trustworthy. In fact the Bishop has never thereafter confirmed these two commitments to the congregation and on information and belief cannot (and in fact the congregation has been locked out of the building property by the Bishop and the Diocese on June 29, 2015, well ahead of October). (Note the signatories have chosen not to treat the gratuitous statement by the Bishop that his word on these two matters was trustworthy as two separate additional misrepresentations, but do believe they are separate canonical violations (Canon IV.1.(h).8 (“conduct unbecoming”)).

61. The Bishop stated that he had obtained an appraisal of the St James property for \$7 mil. from Cushman and Wakefield, obtained under the supervision of “an Episcopalian that he knew.” On information and belief, we believe no such appraisal exists, because since that time (1) the Diocese has referred in public not to an appraisal but to the official tax assessment (something very different than an appraisal, and highly unreliable in the case of a property used for 70 years as a church so with little or no comparable transactions) and (2) after much inquiry by signatories to developers and knowledgeable real estate professionals, no firm or individual has estimated such a very low value, with minimum estimates starting at \$24 mil and ranging much higher. The signatories believe based upon what the Bishop told the developer and the developer representatives repeated to the Lido Isle Community Association on June 10, 2015, that Cushman and Wakefield is the real estate broker for the Diocese in the sale of all four “breakaway parishes”, apparently including St. James.

62. Upon inquiry, the Bishop said with respect to the sale proceeds that “the Diocese does not need the money”. On information and belief, the Bishop needs to complete the transaction in a rapid manner because the money is needed, and some or all of it has been allocated and planned for use for or in connection with a property transaction in Anaheim, California, and another separate property transaction, both such transactions involving the Diocese, one of its churches, Corp Sole, the Bishop, or a trust or vehicle entity of one of the foregoing which is secretive and for which no information is available.

63. The Bishop was then asked whether the proceeds of the sale or other equivalent funds were restricted or instead would be made available to the congregation. The Bishop responded “I don’t have a fiduciary responsibility to you!” The signatories concede that

the Bishop may not be required to make available the entire proceeds to the St. James congregation but believe the Bishop's statement is a misrepresentation and the Bishop, both as Bishop and more especially as Rector of St James, doe have fiduciary responsibilities to the congregation of St James and to all congregations in the Los Angeles Diocese.

Since the time of the meeting by the Bishop with the congregation on May 17, there have been numerous additional misrepresentations by the Bishop, including the following---

64. By letter dated June 5, 2015 to Newport Beach Mayor Pro Tem Diane Dixson the Bishop stated with respect to St James "with operating expenses no longer sustainable at as much as \$300,000 annually". In fact, as known to the Bishop or easily knowable upon inquiry to Diocesan staff or the most minimal inquiry as Rector, the St James congregation was financially self-sufficient on an ongoing basis well before that date and at most had cost Diocese approximately \$4,000 per month from a Mission Share-Grant offered by the Diocese so far in 2015.

65. Subsequent to the May 17 meeting, the Bishop caused the Diocese to continue to misrepresent the cost of St James to the Diocese and in addition claim that the absence of parking for St James and the cost of acquiring additional parking was so high as to be prohibitive. In fact, the City of Newport Beach had been (and continues to be) cooperative with St James with respect to parking, and a working agreement had been sent to the Diocese for final sign off many weeks previously.

66. On June 10, representatives of the developer stated to a local community association, the Lido Isle Community Association Board members, that St James was costing the Diocese \$300,000 per year, based on the misleading letter to Diane Dixon in 4. above. Members of the congregation requested both the developer representative and representatives of the Diocese to discontinue the dissemination of this incorrect information. The signatories believe that the developer discontinued the dissemination of the information but the Diocese continued to do so at least until the Vicar confronted the Bishop and challenged these statements at a face to face meeting on June 15, 2015.

67. and 68. The Bishop continued to cause inaccurate and false information in the Diocesan News that St James was not sustainable and that the Vicar was non-stipendiary after the Vicar told him several times that she was being paid. <http://archrive.constantcontact.com/fs124/1101307179673/archrive/1121279463461.html> June 7th." While the work of the congregation and the current non-stipendiary Vicar has been diligent and much appreciated, we must look at the larger picture of sustainability," Bishop Bruno said. And in the Episcopal News Magazine Summer 2015. http://x3.amazonaws.com/dfc_attachments/public/documents/3208491/EN_Summer2015_web_cmyk.pdf Page 3, after the Vicar specifically asked him to stop publishing this as to discredit the hard working people of St James the Great.

On June 9, 2015, pursuant to requests made more than three weeks earlier, the Bishop at last met for the first time with the four member Evaluation/Transition team designated by the Vicar immediately following the May 17 announcement and during that meeting and in his follow up written confirmation made the following misleading misrepresentations---

69. The Bishop indicated the congregation could continue if it wished. In fact, within less than two weeks following his June 17 letter confirming this commitment, on June 29, the Bishop caused the Diocese to lock the Vicar and the congregation out of the church building property without access to liturgical accoutrements, vestments and choir robes, also locked out St James staff without access to their personal property, and terminated the chefs and the coding services use of premises without the required 30 day notice contrary to their leases. The individual the Bishop designated to assist the Evaluation/Transition Team with continuation, Canon David Tumilty the Chief of Staff for the Bishop, did not respond promptly (or even at all to date (July 6, 2015)) to requests by the Evaluation/Transition Team for access to these items, if necessary on a temporary weekly basis, for continuing worship services by the congregation.

70. The Bishop indicated that Vicar Cindy Evans Vorhees could continue as Vicar if that was her wish and the wish of the congregation. In fact, within less than two weeks following his June 17 letter confirming this commitment, the Bishop has sought to terminate the Vicar by claiming that the Vicar had resigned. The Vicar promptly wrote the Bishop that she had not, and it is clear that for California law purposes she has not and is entitled to follow established grievance procedure of the Diocese should the Bishop continue to claim she has resigned.

Attachment B

Listed below are numerous instances of behavior by Bishop Bruno, either known to the signatories or based on information and belief, that constitutes "conduct unbecoming" by a Bishop of the Episcopal church under Canon IV.1. (h).8---

71. thru 135. The signatories submit that each and every instance of negligent, grossly negligent, reckless or intentional misrepresentation by or caused by Bishop Bruno is also, independently and separate and apart from being a misrepresentation, also "conduct unbecoming" a Bishop Diocesan and high officer of the Episcopal church of North America.

136. Bishop Bruno at the June 9 meeting with the St James Evaluation/Transition Team advised that he would meet again with them the following week before the General Convention. He very promptly changed his mind and advised through his executive assistant that instead he would next be available August 25, instead of June 16 or otherwise before the General Convention. This despite the fact and the Bishop, and his Chief of Staff, have been able to find the time to spend the entire ~~morning~~ of July 6 in Orange County near the St James property to attend a deposition of a donor's representative from the Griffith Company as non-participating observers. Coupled with the refusal of his designated Chief of Staff transition contact to respond to the request for access to materials to facilitate continuing worship services on at least a temporary basis, it could not be clearer as a message that the Bishop believes the continuation of the young, growing St James the Great congregation is of little importance or significance to the Diocese or to his Corp Sole.

137. Bishop Bruno's decision to secretly market and sell the St James property to a developer without disclosure to the Vicar and the congregation, to silently allow an extensive Stewardship Campaign to be conducted to raise funds for the church property (and even to start a private church school on the premises again after a lapse of many decades) by the Vicar and many of the most active members of the congregation, and to allow the Vicar to go forward with an extensive program of Vicar's Vision involving important Newport Beach officials such as the Mayor of Newport Beach, Council members, the Superintendent of Schools and the Chief Police, is outrageously unbecoming conduct. It is and will bring great embarrassment and loss of reputation to the local parishes and the national Episcopal church.

138. Bishop Bruno's decision to quietly market the property through a "known Episcopalian" instead of active marketing for bids from many is likely to result in tens of millions of dollars forgone to the Episcopal Diocese. Many of the signatories have been approached by multiple developers with ideas for maintaining the church use and developing the adjacent parking lot, which is already zoned for such development and contains no deed restriction of record.

139. Bishop Bruno's decision to accede to the wishes of the developer, and not arrange for the church property to continue to be available for the two to three year process necessary, according to the developer, for rezoning, or even until October 2015 as he first indicated, or even after June 29 while the property remains unsold, are not in the interests of the congregation, the Diocese, the Newport Beach community, or the national Episcopal church, and to allow the developer to prevent the congregation itself from approaching the developer with

these requests to continue worship services indicates an unseemly haste to deconsecrate the property and obtain funds apparently necessary quickly for some other transactions elsewhere.

140. Bishop Bruno's decision to have the Standing Committee of the Diocese, which are elected but which he controls, refuse to hear any communications from the congregation with respect to the proposed sale of the church property and to redirect all such communications to the Bishop is, under the circumstances of the transfer of a church property of 70 years duration, the site of thousands of baptisms, confirmations, marriages and funeral of local residents of the Newport Beach area, for an ungodly use is conduct unbecoming a Bishop Diocesan of the Episcopal Church of North America.

141. and 142. Bishop Bruno's decision not to approach the Griffith Company, the donor of the land on which the current St James property is located and for which a deed restriction to church use remains in the Orange County records, before agreeing to sell the property for private non church use, and his decision upon learning of the donor's objection to promptly sue the donor in a civil action in California courts for "title slander", are both threats of large and incalculable proportions to present and future major donors to the Episcopal Church. This is conduct unbecoming a Bishop Diocesan and high officer of the Episcopal Church (as well as violations separately of Canon 1 on the responsibility to avoid and resolve conflicts, and the special responsibility of the clergy therefor, as to which see attachment D).

143. The Bishop's effort to have a neighboring rector retire early by offering an international position so the St James Vicar could take his position at neighboring parish, and the Bishop's further effort, when priest declined, to offer the international position to the St James Vicar as to remove her from St James the Great, are both unbecoming.

144. Bishop Bruno's failure as Rector of St James to have any vision or conception of how the congregational should move forward after the sale of the church building. In fact, he originally intended to disperse the congregation to nearby parishes on May 17th but, perhaps in the face of a young and active congregation there, chose not to distribute his letter to this effect and instead held out the prospect of continuation, and continuation in the existing building at least through October. Despite this plan, at the May 17th post-service meeting the Bishop stated with reference to one local parish that members of the congregation should not attend because "the leaderships is too entrenched." All this is conduct most unbecoming.

145. The gross derelictions of the Bishop as Rector of St James the Great, with no communications, no presence, and no pastoral care at all. The Bishop in fact forced a long-time wheel-chair bound member of the congregation to proceed over uneven ground to take Communion outdoors on July 5th because the communicant had been locked out of the church property. All of this is most unbecoming behavior for a Rector of St. James.

Attachment C

The signatories are not canon lawyers but believe a serious question arises with respect to whether there has been a violation by Bishop Bruno of Canon II.6.3—

146. It is not clear whether Bishop Bruno has violated Canon II.6.3 requiring prior consent of the Standing Committee of the Diocese to the transfer of consecrated church property for ungodly use. This is for two reasons. First, the records of the Standing Committee are unavailable to clergy without the consent of the Bishop so even concerned clergy in the Diocese do not yet know what may have transpired. Second, if, as seems to be the case from the Standing Committee's letter to the clergy of June 11, 2015, the view is that the transfer to Corp Sole in May 2014 satisfies that canonical requirement, there is a complication. If the Standing Committee knew of the possible ungodly transfer, the nondisclosure by the Bishop and allowing activities of the Vicar and congregation to continue for more than a year on the fundamental assumption that the current building would be available becomes much more troubling. On the other hand, if the Standing Committee was not told of the possible marketing and transfer for an ungodly use, than we believe that the mere approval of the Standing Committee of transfer to Corp Sole of the building fails to satisfy the requirement of Canon for prior approval for an ungodly use. This complication is further discussed in the communication from Martin Luther, a signatory to this submission, to the head of the Standing Committee available on the www.Savesaintjamesthegreat.org website.

Attachment D

The signatories believe that Bishop Bruno has violated Canon IV.1., which requires that all baptized Episcopalians seek to avoid conflicts, and places a special responsibility on the clergy therefor.

147. As demonstrated at length previously in prior numbered items 1 thru 146 of this submission, Bishop Bruno's behavior in extensive misrepresentations, misleading omissions, prior commitments and many statements becoming, in the famous word of the early 1970's, "inoperative" and conduct unbecoming and effort to transfer the St James building for a nongodly use in probable violation of Canon II, all in the face of and without any recognition of widespread congregation, community and national church concerns, demonstrate in many ways that the Bishop has become and now is a creator, promoter and enhancer of conflicts in unmistakable violation of Canon IV.1.