



I hereby certify, under penalty of perjury, that on March 3 1989 I deposited in the U.S. mail a properly stamped and addressed envelope directed to all counsel of record containing a copy of the document to which this certification is attached.

FILED

1989 MAR -6 PM 1:38

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA.



**SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING**

(Consolidated/  
Civil Track One)

NO. 86-2-18176-8

ST. PAUL FIRE & MARINE INSURANCE CO.,

Plaintiff,

v.

KATHY L. BUTLER, et vir, et al.,

Defendants.

**NOTE FOR MOTION CALENDAR**

(Clerk's Action Required)

**TO: THE CLERK OF THE COURT;** and to all other parties per list on reverse side:

**PLEASE TAKE NOTICE** that an issue of law in this case will be heard on the date below and the Clerk is directed to note this issue on the appropriate calendar.

Calendar Date: March 17, 1989 Day of Week Friday

Nature of Motion: Motion to Consolidate Gary Lien Litigation

**DESIGNATED CALENDAR**

- Civil Motion (LR 0.7) (9:30)
- Summary Judgment (LR 56) (9:30)
- Supplemental Proceeding (LR 69) (1:30)
- Presiding Judge (Trial Date Motions Only) (11:15 or 1:30 Daily)
- Time of Hearing: \_\_\_\_\_

**FAMILY LAW MOTION ILR 0.5(b) LR 94.041 (W291)**

- Domestic Motion (9:30)
- Sealed File Motion (1:30)
- Support Motion (1:30)
- Modification (1:30)

**EX PARTE MOTION ILR 0.9(b) (W623)**

The following motions are heard 9:00-12:00 and 1:30-4:15:

- Adoption Time of Hearing: \_\_\_\_\_
- Dissolution Time of Hearing: \_\_\_\_\_
- Ex Parte Motion Time of Hearing: \_\_\_\_\_
- Probate Time of Hearing: \_\_\_\_\_

- Receivership (LR 66) (2:00)
- Sealed File Motion (9:30)

**DEPARTMENTAL HEARINGS ILR 40(h)1**

**Special Setting Before Judge/Commissioner:**  
Time of Hearing: 2:30 p.m.

The Honorable John Riley  
Room E854

Robert A. Cole / for  
Typed Name: Don M. Gulliford

OF: LAW OFFICES OF DON M. GULLIFORD & ASSOCIATES

DATED: 3 MARCH 1989

Attorney for: St. Paul Fire & Marine Insurance Company

Telephone: 462-4000

**LIST NAMES, ADDRESSES AND TELEPHONE NUMBERS OF ALL PARTIES REQUIRING NOTICE ON REVERSE SIDE.**

(See attached list of parties)

**LAW OFFICES OF  
DON M. GULLIFORD & ASSOCIATES**  
2200 112th Avenue N.E.  
P.O. Box 548, Bellevue, WA 98009-0548  
Bellevue, WA 98004  
(206) 462-4000

**ORIGINAL**

282

UBIEMVI

List Of Names, Addresses And Telephone Numbers Of All Parties Requiring Notice:

**NAME:**

**Address:**

**Telephone:**

**Attorney For:**

**NAME:**

**Address:**

**Telephone:**

**Attorney For:**

**NAME:**

**Address:**

**Telephone:**

**Attorney for:**

**NAME:**

**Address:**

**Telephone:**

**Attorney For:**

**NAME:**

**Address:**

**Telephone:**

**Attorney For:**

March 3, 1989

All Counsel

John C. Graffe, Esq.  
Rosenow, Hale & Johnson  
1620 Key Tower  
1000 Second Avenue  
Seattle WA 98104  
223-4770  
Attorney for Defendants  
Alskog

Rodney D. Hollenbeck, Esq.  
Evans, Craven & Lackie  
3100 Columbia Center  
701 Fifth Avenue  
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385-5555  
Attorney for Defendants  
Barnett

Susan Delanty Jones, Esq.  
Preston, Thorgrimson,  
Ellis & Holman  
5400 Columbia Center  
701 Fifth Avenue  
Seattle WA 98104-7011  
623-7580  
Attorney for Plaintiff  
Jorgensen

John L. Messina, Esq.  
Messina & Duffy  
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472-6000  
Attorney for Plaintiffs  
Ehrlich, Lemke, Chabot,  
Kitchell

Jack G. Rosenow, Esq.  
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301 Tacoma Mall Office Bldg  
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473-0735  
Attorney for Defendants Alskog

Pauline V. Smetka, Esq.  
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Todd & Hokanson  
1500 Washington Building  
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292-1144  
Attorney for Defendants Alskog

Bruce Winchell, Esq.  
Lane, Powell, Moss & Miller  
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Attorney for American Casualty  
Company

Richard H. Adler, Esq.  
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Adler Giersch  
401 Second Ave. So., Ste 600  
Seattle WA 98104  
682-0300  
Attorneys for Plaintiffs  
Ehrlich, Lemke, Chabot,  
Kitchell

George Kargianis, Esq.  
Jeff Campiche, Esq.  
Kargianis, Austin & Erickson  
47th Floor, Columbia Center  
701 Fifth Avenue  
Seattle WA 98104-7010  
624-5370  
Attorneys for Plaintiffs  
Butler, Lien, Brown,  
Fellhauer

John S. Glassman  
Attorney at Law  
420 Old City Hall  
625 Commerce Street  
Tacoma WA 98402  
572-2746  
Attorney for Defendant  
Community Chapel and  
Bible Training Center

Donald Hall  
P O Box 168  
Big Fork MT 59911  
Pro Se - Plaintiff

Mr. R. Andrew Bergh  
Stafford, Frey, Cooper & Stewart  
500 Watermark Tower  
88 Spring Street  
Seattle WA 98104  
623-9900; FAX 624-6885  
Attorney for Defendants Snoey

Robert Rohan  
J. Ronald Sims  
Schweppe, Krug & Tausend  
800 Waterfront Place One  
1011 Western Avenue  
Seattle WA 98104  
223-1600  
Attorneys for Defendant  
Community Chapel and  
Bible Training Center

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Malanca, Peterson & Daheim  
2101 One Union Square  
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FAX 622-9779  
Attorney for Carl A. Peterson

Keith A. Bolton  
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622-8460  
Attorneys for Robert Howerton

Alvin D. Mayhew, Jr.  
Attorney at Law  
1016 Main Street  
Sumner WA 98390  
Attorney for Defendant Gary Lien

I hereby certify, under penalty of perjury, that on March 3 1989 I deposited in the U.S. mail a properly stamped and addressed envelope directed to all counsel of record containing a copy of the document to which this certification is attached.

Suri J. Highland

FILED  
1989 MAR -5 PM 1:38  
KING COUNTY  
CIVIL TRACK ONE  
THE HONORABLE JOHN RILEY  
SUPERIOR COURT CLERK  
SEATTLE, WA.

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KATHY LEE BUTLER, et vir, et al.,  
Plaintiffs,

v.

DONALD LEE BARNETT, et ux., et al.,  
Defendants.

CONSOLIDATED/  
CIVIL TRACK ONE

NO. 86-2-18176-8

MOTION OF ST. PAUL FIRE  
AND MARINE INSURANCE  
COMPANY TO CONSOLIDATE  
THE GARY LIEN LITIGATION

SANDY EHRLICH, et vir, et al.,  
Plaintiffs,

v.

RALPH ALSKOG, et ux., et al.,  
Defendants.

NO. 86-2-18429-5

MAUREEN PANGBORNE JORGENSEN,  
Plaintiff,

v.

COMMUNITY CHAPEL AND BIBLE  
TRAINING CENTER, et al.,  
Defendants.

NO. 86-2-26860-8

MOTION OF ST. PAUL TO  
CONSOLIDATE LIEN LITIGATION - 1  
conslien.mot

ORIGINAL

LAW OFFICES OF  
DON M. GULLIFORD & ASSOCIATES  
2200 112th Avenue N.E.  
P.O. Box 548, Bellevue, WA 98009-0548  
Bellevue, WA 98004  
(206) 462-4000

283  
WA

1  
2 ST. PAUL FIRE AND MARINE INSURANCE )  
COMPANY, a foreign corporation, )

3 Plaintiff, )

4 v. )

5 KATHY LEE BUTLER, et vir, et al., )

6 Defendants. )

NO. 88-2-18321-0

7  
8 CARL A. PETERSON, )

9 Plaintiff, )

10 v. )

11 WAYNE SNOEY, et ux., et al., )

12 Defendants. )

NO. 87-2-14919-6

13 GARY LIEN, individually and as )  
14 parent of Scott Lien and Randy Lien, )

15 Plaintiffs, )

16 v. )

17 DON BARNETT, et ux., et al., )

18 Defendants. )

NO. 86-2-18282-9

19 COMES NOW the St. Paul Fire and Marine Insurance Company,  
20 plaintiff in King County Superior Court Cause 88-2-18321-0, and  
21 moves the court for an order consolidating the litigation which is  
22 entitled Gary Lien v. Don Barnett, et ux., et al., King County  
23 Superior Court Cause 86-2-18282-9.  
24

MOTION OF ST. PAUL TO  
CONSOLIDATE LIEN LITIGATION - 2  
conslie.nmot

LAW OFFICES OF  
DON M. GULLIFORD & ASSOCIATES  
2200 112th Avenue N.E.  
P.O. Box 548, Bellevue, WA 98009-0548  
Bellevue, WA 98004  
(206) 462-4000

1 It is manifest that the Gary Lien litigation contains similar  
2 allegations of wrongdoing on behalf of various defendants which are  
3 in many ways identical or comparable to the allegations of  
4 wrongdoing made by the various plaintiffs in these consolidated  
5 actions.

6 It is further apparent beyond dispute that the Lien litigation  
7 should be consolidated for discovery with the present consolidated  
8 cause 86-2-18176-8 to effect economy, not only of the court's time,  
9 but also that of the multiple counsel who are involved for the  
10 litigants.

11 DATED this 3rd day of March, 1989.

12 LAW OFFICES OF  
13 DON M. GULLIFORD & ASSOCIATES

14 By Robert R. Cole/for  
15 DON M. GULLIFORD  
16 Of Attorneys for St. Paul Fire  
17 and Marine Insurance Company  
18  
19  
20  
21  
22  
23  
24

MOTION OF ST. PAUL TO  
CONSOLIDATE LIEN LITIGATION - 3  
conslien.mot

LAW OFFICES OF  
DON M. GULLIFORD & ASSOCIATES  
2200 112th Avenue N.E.  
P.O. Box 548, Bellevue, WA 98009-0548  
Bellevue, WA 98004  
(206) 462-4000



DECLARATION OF MAILING

ON THIS DAY I DEPOSITED IN THE UNITED STATES MAIL A PROPERLY STAMPED AND ADDRESSED ENVELOPE TO THE ATTORNEYS OF RECORD OF PLAINTIFF/DEFENDANT, CONTAINING A COPY OF THE DOCUMENT ON WHICH THIS DECLARATION APPEARS.

RECEIVED

FILED

1989 MAR -6 PM 4:14

MAR 6 1989

JOHN W. RILEY  
SUPERIOR COURT HONORABLE JOHN RILEY  
KING COUNTY SUPERIOR COURT CLERK

EXECUTED AT Seattle THIS 6th DAY OF March 1989

Lucie Poth

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
COUNTY OF KING

AMERICAN CASUALTY COMPANY OF  
READING PENNSYLVANIA, a  
Pennsylvania corporation,

Plaintiff,

v.

KATHY LEE BUTLER, et al.,

Defendants

KATHY LEE BUTLER, et al.,

Plaintiffs,

v.

DONALD LEE BARNETT, et al.,

SANDY ERLICH, et al.,

Plaintiffs,

v.

RALPH ALSKOG, et al.,

Defendants.

NO. 88-2-04615-8

CONSOLIDATED TRACK I

CAUSE NO. 86-2-18176-8 ✓

NOTICE OF WITHDRAWAL AND  
CONSENT TO SUBSTITUTION OF  
COUNSEL

TO: THE CLERK OF THE COURT, and

TO: ALL PARTIES AND THEIR COUNSEL

PLEASE TAKE NOTICE that JOHN S. GLASSMAN hereby withdraws as Attorney of Record for defendant Community Chapel and Bible Training Center and consents to the substitution of ROBERT J.

NOTICE OF WITHDRAWAL AND  
CONSENT TO SUBSTITUTION OF  
COUNSEL - 1

SCHWEPPE, KRUG & TAUSEND, P.S.  
800 WATERFRONT PLACE  
1011 WESTERN AVENUE  
SEATTLE, WASHINGTON 98104  
(206) 223-1600

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ROHAN and ANTHONY D. SHAPIRO, of Schweppe, Krug & Tausend, P.S.,  
800 Waterfront Place, 1011 Western Avenue, Seattle, Washington  
98104, as attorneys for Community Chapel and Bible Training  
Center, and all future pleadings in this matter should be  
directed to them at said address.

DATED at Seattle, Washington, this 6<sup>th</sup> day of March, 1989.

*John S. Glassman by A.D.S.*  
John S. Glassman *per telephone*  
Attorney at Law *conferred*  
4200 Old City Hall  
625 Commerce Street  
Tacoma, WA 98402

SCHWEPPE, KRUG & TAUSEND, P.S.

By *Anthony D. Shapiro*  
Robert J. Rohan  
Anthony D. Shapiro  
Attorneys for Community Chapel  
and Bible Training Center

0147-004\R030289.ADS

NOTICE OF WITHDRAWAL AND  
CONSENT TO SUBSTITUTION OF  
COUNSEL - 2

SCHWEPPE, KRUG & TAUSEND, P.S.  
800 WATERFRONT PLACE  
1011 WESTERN AVENUE  
SEATTLE WASHINGTON 98104  
(206) 223-1600

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MAR 6 1989

1989 MAR -6 PM 4:14

JOHN W. RILEY  
SUPERIOR COURT JUDGE

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA.

CIVIL TRACK I  
HONORABLE JOHN RILEY

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SUPERIOR COURT FOR THE STATE OF WASHINGTON  
COUNTY OF KING

KATHY LEE BUTLER and STEVEN L. BUTLER, wife and husband, and the marital community composed thereof; et al.,

NO. ✓ 86-2-18176-8  
86-2-18429-5  
86-2-26360-8  
(consolidated)

Plaintiffs,

v.

CERTIFICATE OF SERVICE

DONALD LEE BARNETT and BARBARA BARNETT, husband and wife, and the marital community composed thereof; et al.,

Defendants.

SANDY EHRLICH and MICHAEL EHRLICH, wife and husband; et al.,

Plaintiffs,

v.

RALPH ALSKOG and ROSEMARY ALSKOG, husband and wife; et al.,

Defendants.

MAUREEN P. JORGENSEN,

Plaintiff,

v.

COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, a Washington non-profit corporation; et al.,

Defendants.

///

SCHWEPPE, KRUG & TAUSEND, P.S.

800 WATERFRONT PLACE  
1011 WESTERN AVENUE  
SEATTLE, WASHINGTON 98104  
(206) 223-1600

285

1 THE UNDERSIGNED certifies under penalty of perjury of the  
2 laws of the State of Washington that on March 6, 1989, I mailed  
3 a copy of Community Chapel's Motion for Partial Dismissal to the  
4 following counsel, postage prepaid:

5 Susan Jones  
6 Preston Thorgrimson Ellis & Holman  
7 5400 Columbia Center  
8 701 Fifth Ave.  
9 Seattle, WA 98104-7011  
10 Attorney for Pltf. Jorgensen

11 Jeff Campiche  
12 Kargianis Austin & Erickson  
13 4700 Columbia Center  
14 701 Fifth Ave.  
15 Seattle, WA 98104  
16 Attorney for Pltf. Butler, et al.

17 Richard Adler/Ann Durham  
18 Adler Giersch & Read  
19 401 Second Ave. S. #600  
20 Seattle, WA 98104  
21 Attorney for Pltf. Ehrlich, et al.

22 John Messina  
23 Messina & Duffy  
24 4002 Tacoma Mall Blvd. #200  
25 Tacoma, WA 98409  
26 Attorney for Pltf. Ehrlich, et al.

Jack Rosenow/John Graffe  
Rosenow Hale & Johnson  
1620 Key Tower  
Seattle, WA 98104  
Attorney for Defs. Alskog

Jack Rosenow  
Rosenow Hale & Johnson  
301 Tacoma Mall Office Bldg.  
Tacoma, WA 98409  
Attorney for Defs. Alskog

Pauline Smetka  
Helsell Fetterman  
1500 Washington Bldg.  
1325 Fourth Ave.  
Seattle, WA 98101  
Attorney for Defs. Alskog

CERTIFICATE OF SERVICE -2-

SCHWEPPE, KRUG & TAUSEND, P.S.  
800 WATERFRONT PLACE  
1011 WESTERN AVENUE  
SEATTLE, WASHINGTON 98104  
(206) 223-1600

1 Rodney Hollenbeck  
Evans Craven & Lackie  
2 3100 Columbia Center  
701 Fifth Ave.  
3 Seattle, WA 98104  
Attorney for Defs. Barnett

4 Bruce Winchell  
5 Lane Powell Moss & Miller  
3800 Rainier Bank Tower  
6 Seattle, WA 98101-2647  
Attorney for American Casualty

7 Don Gulliford  
8 Attorney at Law  
2200 - 112th Ave. N.E.  
9 Bellevue, WA 98004  
Attorney for St. Paul Insurance Co.

10 Alvin D. Mayhew, Jr.  
11 Attorney at Law  
1016 Main Street  
12 Sumner, WA 98390  
Attorney for Def. Gary Lien

13 Keith A. Bolton  
14 Attorney at Law  
1100 Norton Bldg.  
15 801 Second Ave.  
Seattle, WA 98104  
16 Attorney for Def. Howerton

17 Donald Hall  
P.O. Box 168  
18 Big Fork, MT 59911  
Pro se Plaintiff

*Nancy Blanchfield*  
NANCY BLANCHFIELD

21 0147-005\A030689.NB

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MAR 6 1989

1989 MAR -6 PM 4:14

JOHN W. RILEY  
SUPERIOR COURT JUDGE

KING COUNTY  
SUPERIOR COURT CLERK  
SEA. WASH.

CIVIL TRACK I  
HONORABLE JOHN RILEY

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SUPERIOR COURT FOR THE STATE OF WASHINGTON  
COUNTY OF KING

KATHY LEE BUTLER and STEVEN L. )  
BUTLER, wife and husband, and )  
the marital community composed )  
thereof; et al., )

NO. 86-2-18176-8 ✓  
86-2-18429-5  
86-2-26360-8  
(consolidated)

Plaintiffs,

v.

COMMUNITY CHAPEL'S MOTION FOR  
PARTIAL DISMISSAL

DONALD LEE BARNETT and BARBARA )  
BARNETT, husband and wife, and )  
the marital community composed )  
thereof; et al., )

Defendants.

SANDY EHRLICH and MICHAEL )  
EHRLICH, wife and husband; et )  
al., )

Plaintiffs,

v.

RALPH ALSKOG and ROSEMARY )  
ALSKOG, husband and wife; et )  
al., )

Defendants.

MAUREEN P. JORGENSEN,

Plaintiff,

v.

COMMUNITY CHAPEL AND BIBLE )  
TRAINING CENTER, a Washington )  
non-profit corporation; et )  
al., )

Defendants.

COMMUNITY CHAPEL'S MOTION FOR  
PARTIAL DISMISSAL - 1

SCHWEPPE, KRUG & TAUSEND, P.S.

800 WATERFRONT PLACE  
1011 WESTERN AVENUE  
SEATTLE, WASHINGTON 98104  
(206) 223-1600

*Handwritten initials*

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Community Chapel and Bible Training Center, defendant herein, moves for partial dismissal of plaintiffs' complaints in the same manner and for the same reasons as set forth in defendant Barnett's Motion for Partial Dismissal dated February 23, 1989.

DATED this 3<sup>rd</sup> day of March, 1989.

SCHWEPPE, KRUG & TAUSEND, P.S.

By Robert J. Rohan  
Robert J. Rohan  
Attorneys for Community Chapel

0147-005\N030189.DGK

FILED

1989 MAR -7 AM 11:42

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA.

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

KATHY LEE BUTLER, et vir.,  
et al.,  
  
Plaintiffs,

Consolidated  
No. 86-2-18176-8

v.

No. 86-2-18176-8 ✓

DONALD LEE BARNETT, et ux.,  
et al.,  
  
Defendants.

AFFIDAVIT OF SERVICE  
BY MAIL

SANDY EHRLICH, et vir., et  
al.,  
  
Plaintiffs,

No. 86-2-18429-5

v.

RALPH ALSKOG, et ux., et  
al.,  
  
Defendants.

MAUREEN P. JORGENSEN,  
  
Plaintiff,

No. 86-2-26360-8

v.

COMMUNITY CHAPEL AND BIBLE

AFFIDAVIT OF SERVICE  
BY MAIL - 1

287

LAW OFFICES OF  
PRESTON, THORGRIMFON, ELLIS & HOLMAN  
5400 COLUMBIA SEAFIRST CENTER  
701 FIFTH AVENUE  
SEATTLE, WASHINGTON 98104-7011  
(206) 623-7560

ORIGINAL



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TRAINING CENTER, et al., )  
 )  
Defendants. )

AMERICAN CASUALTY COMPANY OF )  
READING PENNSYLVANIA, a )  
Pennsylvania corporation, )  
 )  
Plaintiff, )

v. )

No. 88-2-04615-8

KATHY LEE BUTLER, et al., )  
 )  
Defendants. )

ST. PAUL FIRE AND MARINE )  
INSURANCE COMPANY, a foreign )  
corporation, )  
 )  
Plaintiff, )

v. )

No. 88-2-18321-0

KATHY LEE BUTLER, et al., )  
 )  
Defendants. )

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF KING )

I, Kristi L. deRham duly sworn on oath deposes and says:

That I am a citizen of the United States and a resident of  
the State of Washington, over the age of twenty-one years and  
not a party to this action; that on the 6th day of March, 1989,  
I caused a copy of the following:

1. Notice of Deposition Upon Oral Examination of Peggy  
Manee;

AFFIDAVIT OF SERVICE  
BY MAIL - 2



EXHIBIT A

1  
2  
3 Robert J. Rohan  
4 SCHWEPPE, KRUG & TAUSEND  
5 800 Waterfront Place One  
6 1011 Western Avenue  
7 Seattle, WA 98104  
8 Attorney for Defendant  
9 Community Chapel and Bible  
10 Training Center  
11

12  
13 Jim Messina, Esquire  
14 Molly McCarty, Legal Assistant  
15 Messina & Duffy  
16 200 Benjamin Franklin Building  
17 4002 Tacoma Mall Blvd.  
18 Tacoma, WA 98409  
19 Attorneys for Plaintiffs  
20 Ehrlich, Lemke, Chabot,  
21 Kitchell  
22

23  
24 Richard H. Adler, Esquire  
25 Ann J. Durham, Esquire  
26 Adler Giersch  
401 Second Avenue South, Suite 600  
Seattle, WA 98104  
Attorneys for Plaintiffs  
Ehrlich, Lemke, Chabot,  
Kitchell

18 Jack G. Rosenow, Esquire  
19 Rosenow, Hale & Johnson  
20 301 Tacoma Mall Office Bldg.  
21 4301 South Pine Street  
22 Tacoma, WA 98409  
23 Attorney for Defendants Alskog  
24

25  
26 Rodney D. Hollenbeck, Esquire  
Evans, Craven & Lackie, P. S.  
3100 Columbia Seafirst Center  
701 Fifth Avenue  
Seattle, WA 98104  
Attorney for Defendants Barnett

AFFIDAVIT OF SERVICE  
BY MAIL - 4

LAW OFFICES OF  
PRESTON, THORGRIMSON, ELLIS & HOLMAN  
5400 COLUMBIA SEAFIRST CENTER  
701 FIFTH AVENUE  
SEATTLE, WASHINGTON 98104-7011  
(206) 623-7580

1 John C. Graffe, Esquire  
2 Rosenow, Hale & Johnson  
3 1620 Key Tower  
4 1000 Second Avenue  
5 Seattle, WA 98104  
6 Attorney for Defendants Alskog

7 Bruce Winchell, Esquire  
8 Lane, Powell, Moss & Miller  
9 3800 Rainier Tower  
10 1301 Fifth Avenue  
11 Seattle, WA 98101  
12 Attorney for American Casualty  
13 Company

14 Don M. Gulliford, Esquire  
15 Don M. Gulliford & Associates  
16 2200 - 112th Avenue Northeast, #200  
17 Bellevue, WA 98004  
18 Attorney for Plaintiff  
19 St. Paul Fire and Marine  
20 Insurance Company

21 Pauline V. Smetka, Esquire  
22 Helsell, Fetterman, Martin,  
23 Todd & Hokanson  
24 1500 Washington Building  
25 P. O. Box 21846  
26 Seattle, WA 98111  
Attorney for Defendants Alskog

Michael W. Bugni, Esquire  
Moren, Cornell & Hansen  
Roosevelt-Pinehurst Building  
11320 Roosevelt Way N.E.  
Seattle, WA 98125  
Attorney for Defendants Howerton

George Kargianis, Esquire  
Jeff Campiche, Esquire  
Kargianis, Austin & Erickson  
4700 Columbia Seafirst Center  
701 Fifth Avenue  
Seattle, Washington 98104  
Attorneys for Plaintiffs  
Butler, Lien, Brown, Fellhauer

AFFIDAVIT OF SERVICE  
BY MAIL - 5

LAW OFFICES OF  
PRESTON, THORGRIMSON, ELLIS & HOLMAN  
5400 COLUMBIA SEAFIRST CENTER  
701 FIFTH AVENUE  
SEATTLE, WASHINGTON 98104-7011  
(206) 623-7500

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John S. Glassman  
Attorney at Law  
420 Old City Hall  
625 Commerce Street  
Tacoma, WA 98402  
Attorney for Defendant  
Community Chapel and  
Bible Training Center

Mark G. Honeywell  
Gordon, Thomas, Honeywell,  
Malanca, Peterson & Daheim  
One Union Square  
600 University, Suite 2101  
Seattle, Washington 98101-4185  
Attorney for Plaintiff  
Carl A. Peterson

Donald Hall  
P. O. Box 168  
Big Fork, Montana 59911  
Pro Se - Plaintiff

AFFIDAVIT OF SERVICE  
BY MAIL - 6

LAW OFFICES OF  
PRESTON, THORGRIMSON, ELLIS & HOLMAN  
5400 COLUMBIA SEAFIRST CENTER  
701 FIFTH AVENUE  
SEATTLE, WASHINGTON 98104-7011  
(206) 623-7580

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KING COUNTY  
SUPERIOR COURT CLERK  
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

KATHY LEE BUTLER, et vir., )  
et al., )  
Plaintiffs, )

Consolidated  
No. 86-2-18176-8

v. )

No. 86-2-18176-8 ✓

DONALD LEE BARNETT, et ux., )  
et al., )  
Defendants. )

NOTICE OF DEPOSITION  
UPON ORAL EXAMINATION  
OF JACK HICKS

SANDY EHRLICH, et vir., et )  
al., )  
Plaintiffs, )

v. )

No. 86-2-18429-5

RALPH ALSKOG, et ux., et )  
al., )  
Defendants. )

MAUREEN P. JORGENSEN, )  
Plaintiff, )

v. )

No. 86-2-26360-8

COMMUNITY CHAPEL AND BIBLE )  
TRAINING CENTER, et al., )  
Defendants. )

NOTICE OF DEPOSITION - 1

ORIGINAL

1  
2 AMERICAN CASUALTY COMPANY OF )  
3 READING PENNSYLVANIA, a )  
4 Pennsylvania corporation, )

5 Plaintiff, )

6 v. )

7 KATHY LEE BUTLER, et al., )

8 Defendants. )

No. 88-2-04615-8

9 ST. PAUL FIRE AND MARINE )  
10 INSURANCE COMPANY, a foreign )  
11 corporation, )

12 Plaintiff, )

13 v. )

14 KATHY LEE BUTLER, et al., )

15 Defendants. )

No. 88-2-18321-0

16 TO: ALL PARTIES

17 AND TO: Their Counsel of Record.

18 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the  
19 testimony of JACK HICKS will be taken upon oral examination  
20 before a Notary Public at the offices of Scheppe, Krug &  
21 Tausend, 800 Waterfront Place One, 1011 Western Avenue, Seattle,  
22 Washington on Thursday, March 30, 1989, commencing at the hour  
23 of 9:30 a.m.; the said oral examination to be subject to  
24 continuance or adjournment from time to time or place to place  
25 until completed, and to be taken on the ground and for the  
26 reason that said witness will give evidence material to the

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establishment of the plaintiff's case.

DATED this 4 day of March, 1989.

PRESTON, THORGRIMSON,  
ELLIS & HOLMAN

By Susan Delanty Jones  
Susan Delanty Jones  
Catherine D. Shaffer  
Attorney for Plaintiff  
Maureen P. Jorgensen



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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

KATHY LEE BUTLER, et vir., )  
et al., )

Plaintiffs, )

v. )

DONALD LEE BARNETT, et ux., )  
et al., )

Defendants. )

**Consolidated**  
**No. 86-2-18176-8**

No. 86-2-18176-8

NOTICE OF DEPOSITION  
UPON ORAL EXAMINATION  
OF JACK DUBOIS

SANDY EHRLICH, et vir., et )  
al., )

Plaintiffs, )

v. )

RALPH ALSKOG, et ux., et )  
al., )

Defendants. )

No. 86-2-18429-5

MAUREEN P. JORGENSEN, )

Plaintiff, )

v. )

COMMUNITY CHAPEL AND BIBLE )  
TRAINING CENTER, et al., )

Defendants. )

No. 86-2-26360-8

NOTICE OF DEPOSITION - 1

ORIGINAL

LAW OFFICES OF  
PRESTON, THORGRIMSON, ELLIS & HOLMAN  
5400 COLUMBIA SEAFIRST CENTER  
701 FIFTH AVENUE  
SEATTLE, WASHINGTON 98104-7011  
(206) 623-7580

1  
2 AMERICAN CASUALTY COMPANY OF )  
3 READING PENNSYLVANIA, a )  
4 Pennsylvania corporation, )

5 Plaintiff, )

6 v. )

7 KATHY LEE BUTLER, et al., )

8 Defendants. )

No. 88-2-04615-8

9 ST. PAUL FIRE AND MARINE )  
10 INSURANCE COMPANY, a foreign )  
11 corporation, )

12 Plaintiff, )

13 v. )

14 KATHY LEE BUTLER, et al., )

15 Defendants. )

No. 88-2-18321-0

16 TO: ALL PARTIES

17 AND TO: Their Counsel of Record.

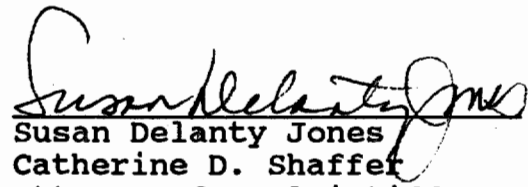
18 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the  
19 testimony of JACK DUBOIS will be taken upon oral examination  
20 before a Notary Public at the offices of Schweppe, Krug &  
21 Tausend, 800 Waterfront Place One, 1011 Western Avenue, Seattle,  
22 Washington on Thursday, March 23, 1989, commencing at the hour  
23 of 9:30 a.m.; the said oral examination to be subject to  
24 continuance or adjournment from time to time or place to place  
25 until completed, and to be taken on the ground and for the  
26 reason that said witness will give evidence material to the

1 establishment of the plaintiff's case.

2 DATED this 6 day of March, 1989.

3 PRESTON, THORGRIMSON,  
4 ELLIS & HOLMAN

5  
6 By

  
7 Susan Delanty Jones  
8 Catherine D. Shaffer  
9 Attorney for Plaintiff  
10 Maureen P. Jorgensen

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

KATHY LEE BUTLER, et vir., )  
et al., )  
Plaintiffs, )

Consolidated  
No. 86-2-18176-8

v. )

No. 86-2-18176-8

DONALD LEE BARNETT, et ux., )  
et al., )  
Defendants. )

NOTICE OF DEPOSITION  
UPON ORAL EXAMINATION  
OF SANDRA BURTON

SANDY EHRLICH, et vir., et )  
al., )  
Plaintiffs, )

v. )

No. 86-2-18429-5

RALPH ALSKOG, et ux., et )  
al., )  
Defendants. )

MAUREEN P. JORGENSEN, )  
Plaintiff, )

v. )

No. 86-2-26360-8

COMMUNITY CHAPEL AND BIBLE )  
TRAINING CENTER, et al., )  
Defendants. )

NOTICE OF DEPOSITION - 1

ORIGINAL

LAW OFFICES OF  
PRESTON, THORGRIMSON, ELLIS & HOLMAN  
5400 COLUMBIA SEAFIRST CENTER  
701 FIFTH AVENUE  
SEATTLE, WASHINGTON 98104-7011  
(206) 623-7580

1 )  
2 ) AMERICAN CASUALTY COMPANY OF )  
3 ) READING PENNSYLVANIA, a )  
4 ) Pennsylvania corporation, )

4 ) Plaintiff, )

5 ) v. )

No. 88-2-04615-8

6 ) KATHY LEE BUTLER, et al., )

7 ) Defendants. )

8 )  
9 ) ST. PAUL FIRE AND MARINE )  
10 ) INSURANCE COMPANY, a foreign )  
11 ) corporation, )

11 ) Plaintiff, )

12 ) v. )

No. 88-2-18321-0

13 ) KATHY LEE BUTLER, et al., )

14 ) Defendants. )

15 TO: ALL PARTIES

16 AND TO: Their Counsel of Record.

17 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the  
18 testimony of SANDRA BURTON will be taken upon oral examination  
19 before a Notary Public at the offices of Preston, Thorgrimson,  
20 Ellis & Holman, 5400 Columbia SeaFirst Center, 701 Fifth Avenue,  
21 Seattle, Washington on Thursday, March 16, 1989, commencing at  
22 the hour of 2:30 p.m.; the said oral examination to be subject  
23 to continuance or adjournment from time to time or place to  
24 place until completed, and to be taken on the ground and for the  
25 reason that said witness will give evidence material to the  
26

12P.0AM

1 establishment of the plaintiff's case.

2 DATED this 6 day of March, 1989.

3 PRESTON, THORGRIMSON,  
4 ELLIS & HOLMAN

5 By Susan Delanty Jones

6 Susan Delanty Jones  
7 Catherine D. Shaffer  
8 Attorney for Plaintiff  
9 Maureen P. Jorgensen  
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NOTICE OF DEPOSITION - 3

LAW OFFICES OF  
PRESTON, THORGRIMSON, ELLIS & HOLMAN  
5400 COLUMBIA SEAFIRST CENTER  
701 FIFTH AVENUE  
SEATTLE, WASHINGTON 98104-7011  
(206) 623-7580

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

KATHY LEE BUTLER, et vir., )  
et al., )  
Plaintiffs, )

Consolidated  
No. 86-2-18176-8

v. )

No. 86-2-18176-8

DONALD LEE BARNETT, et ux., )  
et al., )  
Defendants. )

NOTICE OF DEPOSITION  
UPON ORAL EXAMINATION  
OF PEGGY MANEE

\_\_\_\_\_  
SANDY EHRLICH, et vir., et )  
al., )  
Plaintiffs, )

No. 86-2-18429-5

v. )

RALPH ALSKOG, et ux., et )  
al., )  
Defendants. )

\_\_\_\_\_  
MAUREEN P. JORGENSEN, )  
Plaintiff, )

No. 86-2-26360-8

v. )

COMMUNITY CHAPEL AND BIBLE )  
TRAINING CENTER, et al., )  
Defendants. )

NOTICE OF DEPOSITION - 1

ORIGINAL

1  
2 AMERICAN CASUALTY COMPANY OF )  
3 READING PENNSYLVANIA, a )  
4 Pennsylvania corporation, )

5 Plaintiff, )

6 v. )

No. 88-2-04615-8

7 KATHY LEE BUTLER, et al., )

8 Defendants. )

9 ST. PAUL FIRE AND MARINE )  
10 INSURANCE COMPANY, a foreign )  
11 corporation, )

12 Plaintiff, )

13 v. )

No. 88-2-18321-0

14 KATHY LEE BUTLER, et al., )

15 Defendants. )

16 TO: ALL PARTIES

17 AND TO: Their Counsel of Record.

18 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the  
19 testimony of PEGGY MANEE will be taken upon oral examination  
20 before a Notary Public at the offices of Preston, Thorgrimson,  
21 Ellis & Holman, 5400 Columbia SeaFirst Center, 701 Fifth Avenue,  
22 Seattle, Washington on Thursday, March 16, 1989, commencing at  
23 the hour of 1:00 p.m.; the said oral examination to be subject  
24 to continuance or adjournment from time to time or place to  
25 place until completed, and to be taken on the ground and for the  
26 reason that said witness will give evidence material to the



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establishment of the plaintiff's case.

DATED this 6 day of March, 1989.

PRESTON, THORGRIMSON,  
ELLIS & HOLMAN

By Susan Delanty Jones  
Susan Delanty Jones  
Catherine D. Shaffer  
Attorney for Plaintiff  
Maureen P. Jorgensen

ON THIS DAY I DEPOSITED IN THE UNITED STATES MAIL PROPERLY STAMPED AND ADDRESSED ENVELOPE TO THE ATTORNEYS OF RECORD OF PLAINTIFF/DEFENDANT. CONTAINING A COPY OF THE DOCUMENT ON WHICH THIS DECLARATION APPEARS.

KING COUNTY SUPERIOR COURT CLERK SEATTLE, WA. PM 3:44

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON AND THE UNITED STATES THAT THE FOREGOING IS TRUE AND CORRECT.

CIVIL TRACK I THE HONORABLE JOHN RILEY

EXECUTED AT Seattle THIS 7th DAY OF March 1989.

Sune Path

SIGNATURE SUPERIOR COURT FOR THE STATE OF WASHINGTON COUNTY OF KING

KATHY LEE BUTLER and STEVEN L. BUTLER, wife and husband, and the marital community composed thereof; et al.,

NO. 86-2-18176-8 ✓  
86-2-18429-5  
86-2-26360-8  
(consolidated)

Plaintiffs,

v.

COMMUNITY CHAPEL BIBLE TRAINING CENTER RESPONSE TO ST. PAUL FIRE & MARINE INSURANCE CO.'S MOTION TO CONSOLIDATE GARY LIEN LITIGATION

DONALD LEE BARNETT and BARBARA BARNETT, husband and wife, and the marital community composed thereof; et al.,

Defendants.

SANDY EHRLICH and MICHAEL EHRLICH, wife and husband; et al.,

Plaintiffs,

v.

RALPH ALSKOG and ROSEMARY ALSKOG, husband and wife; et al.,

Defendants.

MAUREEN P. JORGENSEN,

Plaintiff,

v.

COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, a Washington non-profit corporation; et al.,

Defendants.

COMMUNITY CHAPEL'S RESPONSE TO MOTION TO CONSOLIDATE LIEN LITIGATION - 1

SCHWEPPE, KRUG & TAUSEND, P.S. 800 WATERFRONT PLACE 1011 WESTERN AVENUE SEATTLE, WASHINGTON 98104 (206) 223-1600

288.5



I hereby certify, under penalty of perjury, that on March 8, 1989 I deposited in the U.S. mail a properly stamped and addressed envelope directed to all counsel of record containing a copy of the document to which this certification is attached.

Jeri J. Highland  
SUPERIOR COURT CLERK  
KING COUNTY, WA

**RECEIVED**  
King County Superior Court  
Clerk's Office

**MAR - 8 1989**

CALENDAR CONTROL  
SUPERIOR COURT CLERK TRACK ONE  
THE HONORABLE JOHN RILEY

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KATHY LEE BUTLER, et vir, et al.,  
Plaintiffs,  
v.  
DONALD LEE BARNETT, et ux., et al.,  
Defendants.

CONSOLIDATED/  
CIVIL TRACK ONE  
NO. 86-2-18176-8 ✓  
MOTION BY PLAINTIFF  
ST. PAUL FIRE AND MARINE  
INSURANCE COMPANY FOR  
DUAL JURY IMPANELMENT

SANDY EHRLICH, et vir, et al.,  
Plaintiffs,  
v.  
RALPH ALSKOG, et ux., et al.,  
Defendants.

NO. 86-2-18429-5

MAUREEN PANGBORNE JORGENSEN,  
Plaintiff,  
v.  
COMMUNITY CHAPEL AND BIBLE  
TRAINING CENTER, et al.,  
Defendants.

NO. 86-2-26860-8

MOTION BY PLAINTIFF ST. PAUL  
FOR DUAL JURY IMPANELMENT - 1  
dualjury.mot

**ORIGINAL**

LAW OFFICES OF  
DON M. GULLIFORD & ASSOCIATES  
2200 112th Avenue N.E.  
P.O. Box 548, Bellevue, WA 98009-0548  
Bellevue, WA 98004  
(206) 462-4000

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AMERICAN CASUALTY COMPANY OF  
READING PENNSYLVANIA, a  
Pennsylvania corporation,

Plaintiff,

v.

KATHY LEE BUTLER, et al.,  
Defendants.

NO. 88-2-04615-8

ST. PAUL FIRE AND MARINE INSURANCE  
COMPANY, a foreign corporation,

Plaintiff,

v.

KATHY LEE BUTLER, et vir, et al.,  
Defendants.

NO. 88-2-18321-0

CARL A. PETERSON,

Plaintiff,

v.

WAYNE SNOEY, et ux., et al.,  
Defendants.

NO. 87-2-14919-6

GARY LIEN, individually and as  
parent of Scott Lien and Randy Lien,

Plaintiffs,

v.

DON BARNETT, et ux., et al.,  
Defendants.

NO. 86-2-18282-9

MOTION BY PLAINTIFF ST. PAUL  
FOR DUAL JURY IMPANELMENT - 2  
dualjury.mot

**LAW OFFICES OF  
DON M. GULLIFORD & ASSOCIATES**  
2200 112th Avenue N.E.  
P.O. Box 548, Bellevue, WA 98009-0548  
Bellevue, WA 98004  
(206) 462-4000

1  
2 COMES NOW plaintiff St. Paul Fire and Marine Insurance Company  
3 in this consolidated litigation and moves the court, in conjunction  
4 with the previously filed motion of the consolidated plaintiff,  
5 American Casualty Company, to impanel two 12-person juries for the  
6 trial of the underlying litigation in the plaintiff Maureen  
7 Jorgensen's Case No. 86-2-26860-8 and also for the purpose of  
8 trying the subsequent following declaratory judgment action in  
9 Consolidated Case Nos. 88-2-04615-8 and 88-2-18321-0.

10 Plaintiff St. Paul requests the court to impanel 24 jurors and  
11 to seat 12 jurors for the trial in the Jorgensen litigation to try  
12 the claims of Maureen Jorgensen, and to seat the other 12-person  
13 jury panel on the front benches of the courtroom with the latter  
14 12-person jury panel to hear and decide the declaratory judgment  
15 actions herein following the Jorgensen trial, which trial the  
16 "declaratory panel" would view and listen to throughout.

17 Plaintiff St. Paul further moves the court for leave to allow  
18 counsel for American Casualty Company and St. Paul Fire and Marine  
19 Insurance Company, together with counsel for defendants in the  
20 Jorgensen declaratory judgment portion of the trial, to separate  
21 voir dire and question the 12-person declaratory panel, either  
22 before or after the 12-person jury panel is questioned for the  
23 underlying Jorgensen litigation. Plaintiff further requests the  
24

MOTION BY PLAINTIFF ST. PAUL  
FOR DUAL JURY IMPANELMENT - 3  
dualjury.mot

LAW OFFICES OF  
DON M. GULLIFORD & ASSOCIATES  
2200 112th Avenue N.E.  
P.O. Box 548, Bellevue, WA 98009-0548  
Bellevue, WA 98004  
(206) 462-4000

1 court to make and enter such appropriate orders and instructions  
2 by the court as the court deems necessary to direct that the jury  
3 panels not discuss any matter whatsoever relevant to the Jorgensen  
4 litigation or the declaratory judgment litigation between and among  
5 such jury panels, and to take other protective steps in the  
6 discretion of the court as are required to assure a full, impartial  
7 and independent deliberation by each jury panel of the matters  
8 before it.

9 Plaintiff St. Paul submits to the court that this procedure,  
10 the approval for which lies within the discretion of the trial  
11 judge in such a Civil Track I matter, will accomplish the  
12 following:

13 A. Efficient and economic administration of justice in the  
14 dual litigations herein;

15 B. Avoid the necessity of an entirely separate trial of the  
16 declaratory judgment actions;

17 C. Allow the declaratory judgment jury panel to actually hear  
18 and perceive all of the testimony in the Jorgensen litigation and,  
19 thus, allow such panel to have first-hand direct knowledge of all  
20 of the facts and events arising in such litigation, so as to be  
21 used by such declaratory judgment panel in their deliberations  
22 regarding relevant issues of fact which would be decided by such  
23  
24

MOTION BY PLAINTIFF ST. PAUL  
FOR DUAL JURY IMPANELMENT - 4  
dualjury.mot

**LAW OFFICES OF**  
**DON M. GULLIFORD & ASSOCIATES**  
2200 112th Avenue N.E.  
P.O. Box 548, Bellevue, WA 98009-0548  
Bellevue, WA 98004  
(206) 462-4000

1 jury panel in the declaratory judgment action phase of the  
2 Jorgensen litigation.

3 Plaintiff St. Paul states to the court and counsel that it  
4 believes co-plaintiff American Casualty concurs in this motion to  
5 impanel 24 jurors and to have the consolidated declaratory judgment  
6 litigations decided heard by the court and such declaratory  
7 judgment panel immediately following the termination of the  
8 Jorgensen litigation.

9 DATED this 8th day of March, 1989.

10 LAW OFFICES OF  
11 DON M. GULLIFORD & ASSOCIATES

12 By 

13 DON M. GULLIFORD  
14 Of Attorneys for St. Paul Fire  
15 and Marine Insurance Company

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MOTION BY PLAINTIFF ST. PAUL  
FOR DUAL JURY IMPANELMENT - 5  
dualjury.mot

LAW OFFICES OF  
DON M. GULLIFORD & ASSOCIATES  
2200 112th Avenue N.E.  
P.O. Box 548, Bellevue, WA 98009-0548  
Bellevue, WA 98004  
(206) 462-4000



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KING COUNTY  
CIVIL TRACK ONE  
THE HONORABLE JOHN W. RILEY

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KATHY LEE BUTLER, et. ux.,  
et. al.,

Plaintiffs,

v.

DONALD LEE BARNETT, et. ux.,  
et. al.,

Defendants,  
Third Party Plaintiffs,

v.

GARY LIEN,

Third Party Defendant.

CONSOLIDATED/TRACK ONE  
NO. 86-2-18176-8

DEFENDANTS BARNETTS'  
MOTION TO COMPEL DISCOVERY  
FROM AMERICAN CASUALTY CO.

---

SANDY EHRLICH, et. ux., et. al.,

Plaintiffs,

v.

RALPH ALSKOG, et. ux., et. al.,

Defendants.

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MAUREEN P. JORGENSEN,

Plaintiff,

v.

COMMUNITY CHAPEL AND BIBLE  
TRAINING CENTER, et. al.,

BARNETT MO TO COMPEL  
AM CAS RESP TO DISCOVERY - 1  
15004789.401

*Evans, Craven & Lackie, P.S.*

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE  
SEATTLE WASHINGTON 98104

(206) 386-5555



1  
2 The undersigned, being first duly sworn on oath, deposes and  
3 says:

4 I am attorney for the moving party herein; that  
5 interrogatories and requests for production were served on the  
6 attorney for American Casualty on December 22, 1988; that to  
7 date, only partial responses have been provided in response to  
8 said discovery requests. The partial response received was a  
9 letter dated January 26, 1989 from Attorney Winchell's paralegal  
10 to the undersigned, enclosing certain documents requested and  
11 advising the remaining documents would be forwarded when  
12 received.

13   
14 TIMOTHY J. DONALDSON

15 SIGNED AND AFFIRMED before me March 7, 1989 by TIMOTHY J.  
16 DONALDSON.

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18 NOTARY PUBLIC  
19 My Commission Expires 8-22-91

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31 BARNETT MO TO COMPEL  
32 AM CAS RESP TO DISCOVERY - 3  
15004789.401

*Evans, Craven & Lackie, P.S.*

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE  
SEATTLE WASHINGTON 98104

(206) 386-5555

NOV 15 10 41 AM '86  
CIVIL TRACK ONE  
THE HONORABLE JOHN W. RILEY

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

1  
2  
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4  
5 KATHY LEE BUTLER, et. ux.,  
6 et. al.,

7 Plaintiffs,

8 v.

9 DONALD LEE BARNETT, et. ux.,  
10 et. al.,

11 Defendants,  
12 Third Party Plaintiffs,

13 v.

14 GARY LIEN,  
15 Third Party Defendant.  
16

17 SANDY EHRLICH, et. ux., et. al.,

18 Plaintiffs,

19 v.

20 RALPH ALSKOG, et. ux., et. al.,  
21 Defendants.  
22

23  
24 MAUREEN P. JORGENSEN,  
25

26 Plaintiff,

27 v.

28 COMMUNITY CHAPEL AND BIBLE  
29 TRAINING CENTER, et. al.,  
30

31 NOTE FOR HEARING - 1  
32 15004789.nfh.COMPEL

CONSOLIDATED/TRACK ONE  
NO. 86-2-18176-8

NOTE FOR HEARING

(Clerk's Action Required)

Barnetts' Motion to Compel  
Discovery from American  
Casualty

*Evans, Craven & Lackie, P.C.*

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE  
SEATTLE, WASHINGTON 98104

(206) 386-5555

1 Defendants. )  
2 )

3 TO: THE CLERK OF COURT, and  
4 TO: AMERICAN CASUALTY CO., AND BRUCE WINCHELL, ITS ATTORNEY^R

5 PLEASE TAKE NOTICE that an issue of law in this case will be  
6 heard on the date below and the Clerk is directed to note this  
7 issue on the Civil Motion Calendar.

8 DATE OF HEARING: FRIDAY, MARCH 17, 1989  
9 TIME OF HEARING: 1:30 P.M.  
10 PLACE OF HEARING: COURTROOM OF HONORABLE  
11 JOHN W. RILEY

12 NATURE OF MOTION: BARNETTS' MOTION TO COMPEL  
13 DISCOVERY RESPONSE FROM  
14 AMERICAN CASUALTY

15 DATED: March 7, 1989.

16 EVANS CRAVEN & LACKIE, P.S.  
17 3100 Columbia Center  
18 Seattle, WA 98104  
19 386-5555

20 By Tim Donaldson  
21 TIM DONALDSON  
22 Attorneys for Defendants  
23 Barnett

24 OTHER PARTIES REQUIRING NOTICE:

25 Bruce Winchell  
26 Lane Powell Moss & Miller  
27 3800 Rainier Bank Tower  
28 Seattle, WA 98101-2647

29  
30  
31 NOTE FOR HEARING - 2  
32 15004789.nfh.COMPEL

*Evans, Craven & Lackie, P.S.*  
LAWYERS  
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SEATTLE, WASHINGTON 98104  
(206) 386-5555

ORIGINAL

ON THIS DAY I DEPOSITED IN THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT A COPY OF THE DOCUMENT ON WHICH THIS DECLARATION APPEARS.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON AND THE UNITED STATES THAT THE FOREGOING IS TRUE AND CORRECT.

FILED

RECEIVED

MAR -8 PM 3:29

MAR 8 1989 TRACK I THE HONORABLE JOHN RILEY LANE POWELL MOSS & MILLER

KING COUNTY SUPERIOR COURT CLERK SEATTLE, WA.

EXECUTED AT Seattle THIS 8th March 1989 Suzie Poth

SIGNATURE SUPERIOR COURT FOR THE STATE OF WASHINGTON COUNTY OF KING

RECEIVED MAR 8 1989 Superior Court Clerk

KATHY LEE BUTLER and STEVEN L. BUTLER, wife and husband, and the marital community composed thereof; et al.,

NO. 86-2-18176-8 86-2-18429-5 86-2-26360-8 (consolidated)

Plaintiffs,

v.

COMMUNITY CHAPEL AND BIBLE TRAINING CENTER'S OPPOSITION TO AMERICAN CASUALTY'S MOTION FOR TRIAL DATE

DONALD LEE BARNETT and BARBARA BARNETT, husband and wife, and the marital community composed thereof; et al.,

Defendants.

SANDY EHRLICH and MICHAEL EHRLICH, wife and husband; et al.,

Plaintiffs,

v.

RALPH ALSKOG and ROSEMARY ALSKOG, husband and wife; et al.,

Defendants.

MAUREEN P. JORGENSEN,

Plaintiff,

v.

COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, a Washington non-profit corporation; et al.,

Defendants.

COMMUNITY CHAPEL'S OPPOSITION TO AMERICAN CASUALTY'S MOTION FOR TRIAL DATE - 1

SCHWEPPE, KRUG & TAUSE 800 WATERFRONT PLACE 1011 WESTERN AVENUE SEATTLE, WASHINGTON 98104 (206) 223-1600

292.5 [Signature]

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I. INTRODUCTION

Community Chapel and Bible Training Center ("Community Chapel") opposes American Casualty Company's ("American Casualty") motion that the trial of coverage issues immediately follow the underlying action and be tried to the same jury. American Casualty's motion fails to demonstrate that such a trial arrangement would be efficient or necessary.

American Casualty proposes having two successive trials before the same jury for purposes of economy. It anticipates at least three coverage issues to be determined:

1. Whether the jury awarded damages for "bodily injury,"

2. Whether the injury resulted from an "occurrence" -- an accident resulting in unexpected harm, and

3. Whether any damages were awarded for defamation resulted from statements which were known to be false by the speaker.

II. ISSUES OF LAW

The first two issues are not questions of fact which would be decided by a jury. Whether "bodily injury" occurred under the policy and whether such injury was the result of an "occurrence" can only be decided by construing the insurance policy. Such interpretation is a question of law:

Insurance policies are to be construed in accordance with the general rules applicable to other contracts with interpretation a question of law. State Farm Gen. Ins. Co. v. Emerson, 102 Wn.2d 477, 480, 687 P.2d 1139 (1984); Kelly v. Aetna Cas. & Sur. Co., 100 Wn.2d 401, 407, 670 P.2d 267 (1983).

COMMUNITY CHAPEL'S OPPOSITION  
TO AMERICAN CASUALTY'S MOTION  
FOR TRIAL DATE - 2

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1011 WESTERN AVENUE  
SEATTLE, WASHINGTON 98104  
(206) 223-1600



1 Ryan v. Harrison, 40 Wn. App. 395, 397, 699 P.2d 230 (1985).  
2 Accord, Kelly v. Aetna Cas. & Sur. Co., 100 Wn.2d 401, 407, 670  
3 P.2d 267 (1983) (coverage issue whether vehicle was "owned" by  
4 insureds was a question of law). What is at issue here is only  
5 the legal effect of the policy.

6 American Casualty is aware that these are legal issues. In  
7 American Casualty Company v. Ira Gabrielson, et al., Pierce  
8 County Cause No. 88-2-00947-9, American Casualty moved for  
9 Summary Judgment on the issue of "bodily injury." Judge Kelley  
10 Arnold found that sexual contact which causes emotional distress  
11 or mental suffering constitutes "bodily injury" under Community  
12 Chapel's insurance policy. See Order, dated February 3, 1989,  
13 attached. The question whether such injury resulted from an  
14 "occurrence" is before him now. Argument on this issue was  
15 originally scheduled for March 3, 1989. However, due to  
16 conflicts in Judge Arnold's schedule that March 3 argument did  
17 not occur. On March 17, 1989 at 9:30 A.M., a date and time for  
18 that argument will be set.

19 Indeed, American Casualty's attempt to set this declaratory  
20 action for trial is a thinly veiled attempt at forum-shopping.  
21 Judge Arnold has already ruled against American Casualty on the  
22 issue of "bodily injury." A decision construing "occurrence"  
23 under the policy could be issued soon. Trial in that case is  
24 presently scheduled for November 27, 1989. After

25  
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COMMUNITY CHAPEL'S OPPOSITION  
TO AMERICAN CASUALTY'S MOTION  
FOR TRIAL DATE - 3

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SEATTLE, WASHINGTON 98104  
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1 the Pierce County judgment action becomes final, that judgment  
2 will be a conclusive construction of "bodily injury" and  
3 "occurrence" in Community Chapel's insurance policy. Restatement  
4 (Second) of Judgments § 27. American Casualty's request that a  
5 jury decide those same issues before they become conclusive may  
6 result in two inconsistent interpretations of the same insurance  
7 policy.

8 Policy interpretation is not a jury question. These issues  
9 will not be decided by any jury, and are, therefore, not relevant  
10 to American Casualty's motion.

11 III. QUESTIONS OF FACT

12 American Casualty also anticipates that a jury will have to  
13 decide whether any damages awarded for defamation resulted from  
14 statements which were known to be false by the speaker. This  
15 single issue of fact does not require setting trial dates as  
16 requested.

17 First, not all the cases against Community Chapel involve  
18 defamation claims. Second, if plaintiffs prevail on such claims,  
19 the jury will have decided this issue. As an element of their  
20 defamation claim, plaintiffs have the burden of proving that  
21 defendant knew or, in the exercise of reasonable care, should  
22 have known that the statement was false. Taskett v. King  
23 Broadcasting Co., 86 Wn. 2d 439, 445, 546 P.2d 81 (1976). In  
24 addition, juries are:

25 limited to awarding damages for only actual injuries  
26 sustained, and shall not be allowed to presume the

COMMUNITY CHAPEL'S OPPOSITION  
TO AMERICAN CASUALTY'S MOTION  
FOR TRIAL DATE - 4

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SEATTLE, WASHINGTON 98104  
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1 existence of any damages in the absence of a finding  
2 that the statement was published with knowledge that  
it was false or with a reckless disregard for the  
truth.

3 Id. at 447 (emphasis in original). There is nothing to be gained  
4 by asking the same jury to revisit the question after they have  
5 already decided the issue and announced their decision. American  
6 Casualty's concerns may be adequately answered by appropriate  
7 jury instructions and verdict form. Thus, American Casualty's  
8 proposal is not justified in these cases.

9 IV. CONCLUSION

10 American Casualty does not have adequate grounds for the  
11 relief requested. In addition, American Casualty should not be  
12 allowed to forum shop its claims against Community Chapel.  
13 American Casualty's motion should be denied.

14 DATED this 8th day of March, 1989.

15 SCHWEPPE, KRUG & TAUSEND, P.S.

16  
17 By Anthony D. Shapiro

18 Robert J. Rohan  
19 Anthony D. Shapiro  
20 Attorneys for Defendants  
Community Chapel

21 0147-004\p030689.ATO

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COMMUNITY CHAPEL'S OPPOSITION  
TO AMERICAN CASUALTY'S MOTION  
FOR TRIAL DATE - 5

SCHWEPPE, KRUG & TAUSEND, P.S.  
800 WATERFRONT PLACE  
1011 WESTERN AVENUE  
SEATTLE, WASHINGTON 98104  
(206) 223-1600

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF PIERCE

AMERICAN CASUALTY COMPANY OF )  
READING PENNSYLVANIA, a )  
Pennsylvania corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
IRA GABRIELSON and CAROL )  
GABRIELSON, husband and wife; )  
DONALD LEE BARNETT and )  
BARBARA BARNETT, husband and )  
wife; COMMUNITY CHAPEL and )  
BIBLE TRAINING CENTER, a )  
Washington corporation, )  
 )  
Defendants. )

No. 88-2-00947-9  
ORDER DENYING RENEWED  
MOTION FOR SUMMARY  
JUDGMENT BY PLAINTIFF RE:  
BODILY INJURY

I. HEARING

1.1 Date. January 6, 1989.

1.2 Appearances. Plaintiff appeared through its counsel Lane, Powell, Moss & Miller by Bruce Winchell. Defendants, Ira and Carol Gabrielson, appeared through their attorneys Rush, Hannula & Harkins by Dan Hannula. Defendants, Donald Lee Barnett and Barbara Barnett, appeared through their attorneys Evans, Craven & Lackie, P.S. by Tim Donaldson. Defendant, Community Chapel and Bible Training Center, appeared through its attorney John Glassman.

1.3 Purpose. To consider the renewed MOTION FOR PARTIAL SUMMARY JUDGMENT of American Casualty Company.

1.4 Evidence. The materials originally submitted in support and in opposition to plaintiff's original motion including AFFIDAVIT OF BRUCE WINCHELL filed herein on March 30, 1988. AFFIDAVIT OF

SUMMARY JUDGMENT ORDER : 1  
als15004857.53

*Evans, Craven & Lackie, P.S.*  
LAWYERS  
SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE  
SEATTLE, WASHINGTON 98104  
(206) 386-5555

1 HAROLD T. DODGE, JR. IN OPPOSITION TO PLAINTIFF'S MOTION FOR  
2 SUMMARY JUDGMENT filed herein on April 8, 1988. AFFIDAVIT OF  
3 PHILIP G. LINDSAY, M.D. filed herein on April 8, 1988. Also  
4 considered were the materials submitted in regard to the renewed  
5 motion which were not stricken including SUPPLEMENTAL AFFIDAVIT  
6 OF BRUCE WINCHELL.

7 1.5 Authorities Considered. Authorities contained in  
8 MEMORANDUM IN SUPPORT OF AMERICAN'S MOTION FOR PARTIAL SUMMARY  
9 JUDGMENT filed herein on March 30, 1988, DEFENDANT GABRIELSONS'  
10 MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY  
11 JUDGMENT filed herein on April 8, 1988, DEFENDANT COMMUNITY  
12 CHAPEL AND BIBLE TRAINING CENTER'S MEMORANDUM IN OPPOSITION TO  
13 MOTION FOR PARTIAL SUMMARY JUDGMENT filed herein on April 8,  
14 1988, DEFENDANT BARNETTS' BRIEF IN OPPOSITION TO PLAINTIFF'S  
15 MOTION FOR SUMMARY JUDGMENT AND IN SUPPORT OF DEFENDANTS'  
16 COUNTERMOTION FOR SUMMARY JUDGMENT filed herein on April 7, 1988,  
17 REPLY MEMORANDUM IN SUPPORT OF MOTION FOR PARTIAL SUMMARY  
18 JUDGMENT (BODILY INJURY) filed herein on April 13, 1988,  
19 AMERICAN CASUALTY'S SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION FOR  
20 PARTIAL SUMMARY JUDGMENT, PLAINTIFFS GABRIELSON'S REPLY TO  
21 SUPPLEMENTAL BRIEF BY AMERICAN CASUALTY, MEMORANDUM IN OPPOSITION  
22 TO RENEWED MOTION FOR SUMMARY JUDGMENT, MEMORANDUM IN OPPOSITION  
23 TO RENEW MOTION FOR SUMMARY JUDGMENT, BRIEF IN OPPOSITION TO  
24 SUMMARY JUDGMENT AND MOTION TO STRIKE AFFIDAVIT OF BRUCE  
25 WINCHELL.

## 26 II. ORDER

27 After hearing the argument of counsel and being advised of  
28 the premises it is ordered and declared:

29 2.1 The court declares that sexual contact which causes  
30 emotional distress or mental suffering constitutes bodily injury

31 SUMMARY JUDGMENT ORDER : 2  
32 als15004857.53

*Evans, Craven & Lackie, P.S.*

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SEATTLE, WASHINGTON 98104

(206) 386-5555

1 under American Casualty Company of Reading Pennsylvania policy  
2 number IP502144020.

3 2.2 The renewed MOTION FOR PARTIAL SUMMARY JUDGMENT of American  
4 Casualty Company is denied.

5 DATED this 3rd day of February 1989.  
6

7 J. KELLEY ARNOLD

8 HONORABLE J. KELLEY ARNOLD

9 Presented by

10 EVANS, CRAVEN & LACKIE P.S.

11  
12  
13 TIM DONALDSON  
14 Attorneys for Barnetts

15 Approved as to form, and  
16 Notice of Presentation Waived:

17 LANE, POWELL, MOSS & MILLER

18  
19  
20 Bruce Winchell  
21 Attorneys for American Casualty Company.

22 RUSH, HANNULA & HARKINS

23  
24  
25 Dan Hannula  
26 Attorneys for Gabrielsons

27 JOHN GLASSMAN

28  
29  
30 John Glassman attorney for Community Chapel

31 SUMMARY JUDGMENT ORDER : 3  
32 als15004857.53

*Evans, Craven & Lackie, P.S.*  
LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE  
SEATTLE, WASHINGTON 98104

(206) 386-5555

CIVIL TRACK ONE  
THE HONORABLE JOHN W. RILEY

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KATHY LEE BUTLER, et. ux., )  
et. al., )

Plaintiffs, )

v. )

DONALD LEE BARNETT, et. ux., )  
et. al., )

Defendants, )  
Third Party Plaintiffs, )

v. )

GARY LIEN, )

Third Party Defendant. )

SANDY EHRLICH, et. ux., et. al., )

Plaintiffs, )

v. )

RALPH ALSKOG, et. ux., et. al., )

Defendants. )

MAUREEN P. JORGENSEN, )

Plaintiff, )

v. )

COMMUNITY CHAPEL AND BIBLE )  
TRAINING CENTER, et. al., )

CERT OF COMPLIANCE - 1  
15004789.403

CONSOLIDATED/TRACK ONE  
NO. 86-2-18176-8

CERTIFICATE OF COMPLIANCE  
LOCAL RULE 37

*Evans, Craven & Lachie, P.S.*

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 5th AVENUE  
SEATTLE, WASHINGTON 98104

(206) 386-5555

*[Handwritten signature]*

1 Defendants. )  
2 )

3 AMERICAN CASUALTY COMPANY OF )  
4 READING PENNSYLVANIA, a )  
5 Pennsylvania corporation, )

6 Plaintiff, )

7 v. )

8 KATHY LEE BUTLER, et al., )

9 Defendants. )  
10 )

11 ST. PAUL FIRE AND MARINE )  
12 INSURANCE COMPANY, a foreign )  
13 corporation, )

14 Plaintiff, )

15 v. )

16 KATHY LEE BUTLER, et al., )

17 Defendants. )  
18 )

19 The undersigned, as attorney for Defendants Barnett, hereby  
20 certifies that good faith efforts have been made to resolve the  
21 issues set forth in the attached motion. No resolution has been  
22 made and the moving party therefore requests that the court grant  
23 Defendants Barnetts' motion to compel complete responses to  
24 interrogatories and requests for production propounded to  
25 American Casualty Co. As indicated in Defendants Barnetts'  
26 Motion to Compel, filed herewith, only a partial response was  
27 received which was a letter dated January 26, 1989 from Attorney  
28 Winchell's paralegal in response to my letter of January 18, 1989  
29 requesting overdue responses. Said letter of January 26  
30

31 CERT OF COMPLIANCE - 2  
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*Evans, Craven & Lackie, P.S.*

LAWYERS

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SEATTLE, WASHINGTON 98104

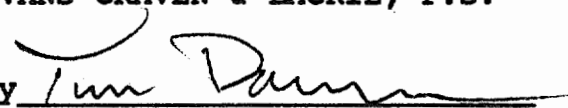
(206) 386-5555



1 enclosed certain documents requested and advised the remaining  
2 documents would be forwarded when received. The undersigned  
3 spoke with Mr. Winchell the week of January 23, 1989 and again on  
4 March 6, 1989, requesting the additional documents, and to date,  
5 no documents have been received. Copies of Defendants Barnetts'  
6 First Interrogatories and Request for Production to American  
7 Casualty, and Letters of January 18, 1989 and January 26, 1989  
8 are attached hereto.

9 DATED March 7, 1989.

10 EVANS CRAVEN & LACKIE, P.S.

11  
12 By   
13 TIMOTHY J. DONALDSON  
14 Attorneys for Defendants Barnett

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31 CERT OF COMPLIANCE - 3  
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*Evans, Craven & Lackie, P.S.*

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE  
SEATTLE, WASHINGTON 98104

(206) 386-5555

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

AMERICAN CASUALTY COMPANY OF )  
READING PENNSYLVANIA, a )  
Pennsylvania corporation, )

Plaintiff, )

v. )

KATHY LEE BUTLER and STEPHEN )  
LYNN BUTLER, wife and husband )  
and the marital community )  
composed thereof; et. al., )

Defendants. )

No. 88-2-04615-8

DEFENDANTS BARNETTS' FIRST  
INTERROGATORIES AND  
REQUEST FOR PRODUCTION  
TO PLAINTIFF

TO: PLAINTIFF, AMERICAN CASUALTY CO.  
TO: BRUCE WINCHELL, its attorney.

PURSUANT to Rules 33 and 34 of Rules of Pleading Practice and Procedure of the State of Washington, Defendants Barnett herewith submit the following Interrogatories and Request for Production to be answered separately and fully under oath within twenty (20) days from the date of service of said Interrogatories and Request for Production upon you. In answering these Interrogatories and Request for Production, you are required to furnish such information as is available to you, not merely the information which you know of your personal knowledge. This is intended to include any information in the possession of the agent or attorney or any investigator for the answering party.

COURT RULES REQUIRE THE ANSWERS TO BE PRECEDED BY THE QUESTIONS AND THUS EXTRA COPIES OF THESE INTERROGATORIES ARE BEING SERVED UPON YOU IN ORDER TO EXPEDITE THE ANSWERING THEREOF. YOU MAY TYPE YOUR ANSWERS IMMEDIATELY AFTER THE QUESTION AND THUS AVOID RETYPING THE QUESTION.

THESE INTERROGATORIES ARE CONTINUING IN NATURE AND DEFENDANTS HEREBY DEMAND THAT ANY INFORMATION COMING INTO THE POSSESSION OF THE PLAINTIFF OR COUNSEL WHICH WOULD CHANGE THE ANSWERS IN ANY WAY BE PROMPTLY FURNISHED TO DEFENDANTS' COUNSEL, IN ANY EVENT NO LATER THAN TWENTY (20) DAYS AFTER RECEIPT OF SUCH INFORMATION.

BARNETT 1ST ROGS & RFP TO PLF - 1

*Evans, Craven & Lachie, P.S.*

LAWYERS

SUITE 3100 COLUMBIA CENTER, 701 - 5th AVENUE  
SEATTLE, WASHINGTON 98104

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1. Please identify all insurance policies issued by American Casualty Company and any other insurance company affiliated or associated with CNA to the Community Chapel and Bible Training Center. For each, please list:

- a. The policy number;
- b. The dates within which each policy was effective;
- c. The limits of liability for each policy.

ANSWER:

REQUEST FOR PRODUCTION NO. 1. Please attach true and correct copies of each policy identified in Interrogatory No. 1, including declaration pages and all forms identified therein.

RESPONSE:

INTERROGATORIES AND REQUEST FOR PRODUCTION DATED December 21, 1988.

EVANS CRAVEN & LACKIE, P.S.

By Tim Donaldson  
TIM DONALDSON  
Attorneys for Defendants Barnett

BARNETT 1ST ROGS & RFP TO PLF - 2

*Evans, Craven & Lackie, P.S.*

LAWYERS

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SEATTLE, WASHINGTON 98104

(206) 386-5555

1 The undersigned attorney for Plaintiff has read the foregoing  
2 Answers to Interrogatories and Responses to Requests for  
3 Production, and acknowledges that they are in compliance with CR  
4 26(g).

5 ANSWERS DATED \_\_\_\_\_

6 LANE POWELL MOSS & MILLER

7  
8  
9 \_\_\_\_\_  
10 Bruce Winchell  
11 Attorneys for Plaintiff

12 STATE OF WASHINGTON )  
13 )  
14 County of \_\_\_\_\_ )

15 \_\_\_\_\_, being first duly sworn  
16 on oath, deposes and says: That I am \_\_\_\_\_  
17 named above; that I have read the within and foregoing Answers to  
18 Interrogatories and Responses to Requests for Production, know  
19 the contents thereof and believe the same to be true and correct.

20 \_\_\_\_\_  
21 SIGNED AND AFFIRMED before me on \_\_\_\_\_,  
22 1987, by \_\_\_\_\_.

23  
24 \_\_\_\_\_  
25 NOTARY PUBLIC  
26 My Commission Expires \_\_\_\_\_

27  
28  
29  
30 BARNETT 1ST ROGS & RFP TO PLF - 3  
31

*Evans, Craven & Lockie, P.S.*

LAWYERS

SUITE 3100 COLUMBIA CENTER 701 5TH AVENUE  
SEATTLE, WASHINGTON 98104

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*Evans, Craven & Lackie, P.S.*

**WORK COPY**  
LAWYERS

Spokane Office  
N. 1206 Lincoln St.  
Spokane, Washington 99201  
(509) 328-1110  
(800) 922-1243  
(Washington only)  
FAX (509) 328-1294

Seattle Office  
Suite 3100 Columbia Center  
701 - 5th Ave.  
Seattle, Washington 98104  
(206) 386-5555

FAX (206) 386-5587

Coeur d'Alene Office  
1200 Ironwood Dr.  
Coeur d'Alene, Idaho 83814  
(208) 667-8276

James S. Craven  
Hugh O. Evans  
H. Terrence Lackie  
Jarold P. Cartwright  
Constance D. Gould  
Michael F. Connelly  
Rodney D. Hollanbeck  
Richard B. White  
Julie A. Twyford  
Patrick E. Presentin  
Gregory M. Kane  
John C. Perry  
Timothy J. Donaldson  
Timothy P. Malarchick  
David A. Trieweller  
Margaret C. McGinty  
Philip J. Van de Veer  
Thomas M. Roberts

RESPOND TO: Seattle

January 18, 1989

Willard J. Sharpe  
of counsel  
\* admitted in Washington  
and Idaho

Bruce Winchell, Esq.  
LANE POWELL MOSS & MILLER  
3800 Rainier Tower  
1301 Fifth Avenue  
Seattle, WA 98101

RE: American Casualty v. Butler, et al.

Dear Bruce:

On December 22, 1988, discovery requests were served upon you requesting production of copies of all insurance policies issued to the Community Chapel and Bible Training Center by CNA Insurance Company and any affiliated companies.

The scope of this request includes production of complete copies of General Liability Policy, Policy No. IP502144020. It also includes production of the Umbrella policies issued by CNA, Nos. RDU05224005, UMB3144022, UMB00845630, UMB012144022, and any other policies which may exist.

Your response to this request was due on January 12, 1989. Your responses are past due.

Additionally, I have previously requested this information from CNA Insurance Company on behalf of my clients, as first party claimants under the policies, pursuant to WAC 284-30-350(1),(2). This request was made by letter dated August 11, 1988. CNA Insurance Company has, thus far, failed to disclose such information as required by good faith.

On behalf of the Barnetts, I reassert that this information is requested not only pursuant to the formal discovery, but also as a matter of right as first party claimants under the policy. I request that CNA act reasonably promptly upon this request as mandated by WAC 284-30-330(2).

Mr. Bruce Winchell  
January 18, 1989  
Page : 2

I respectfully request that we meet and confer upon this outstanding discovery by telephone conference on Monday, January 23, 1989, at 9:00 a.m.

Please feel free to call prior to that time if you have any questions.

Sincerely,

EVANS CRAVEN & LACKIE



TIM J. DONALDSON

TJD:kmw



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Civil Track I  
The Honorable John Riley

SCHWEPPE, KRUG & TAUSEND

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

KATHY LEE BUTLER, et vir., )  
et al., )

Plaintiffs, )

v. )

DONALD LEE BARNETT, et ux., )  
et al., )

Defendants. )

Consolidated  
No. 86-2-18176-8 ✓

No. 86-2-18176-8

SANDY EHRLICH, et vir., et )  
al., )

Plaintiffs, )

v. )

RALPH ALSKOG, et ux., et )  
al., )

Defendants. )

No. 86-2-18429-5

MAUREEN P. JORGENSEN, )

Plaintiff, )

v. )

COMMUNITY CHAPEL AND BIBLE )  
TRAINING CENTER, et al., )

Defendants. )

No. 86-2-26360-8

JORGENSEN MEMORANDUM IN OPPOSITION  
TO DEFENDANTS' MOTIONS TO DISMISS - 1

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(206) 623-7560



1 AMERICAN CASUALTY COMPANY OF )  
2 READING PENNSYLVANIA, a )  
3 Pennsylvania corporation, )

4 Plaintiff, )

5 v. )

No. 88-2-04615-8

6 KATHY LEE BUTLER, et al., )

7 Defendants. )

8 ST. PAUL FIRE AND MARINE )  
9 INSURANCE COMPANY, a foreign )  
10 corporation, )

11 Plaintiff, )

12 v. )

No. 88-2-18321-0

13 KATHY LEE BUTLER, et al., )

14 Defendants. )

15 CARL A. PETERSON, )

16 Plaintiff, )

17 v. )

No. 87-2-14919-6

18 WAYNE SNOEY, et al., )

19 Defendants. )

20 Hearing date: 2/23/89

21 I. INTRODUCTION

22 Plaintiff Maureen P. Jorgensen ("Jorgensen") respectfully  
23 submits this memorandum in opposition to the motions of  
24 defendants Donald Lee Barnett and Barbara Barnett ("Barnetts")  
25 and Community Chapel Bible and Training Center ("CCBTC") to  
26 partially dismiss Jorgensen's claims against them. The motions

JORGENSEN MEMORANDUM IN OPPOSITION  
TO DEFENDANTS' MOTIONS TO DISMISS - 2

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1 are based on mischaracterization of Jorgensen's claims and of  
2 applicable law, and should be denied.

3 II. FACTS

4 As defendants acknowledge, the facts alleged in Jorgensen's  
5 complaint are deemed true on a motion to dismiss under CR  
6 12(b)(6), as are all reasonable inferences that may be drawn  
7 from those facts. In summary, Jorgensen's complaint, a copy of  
8 which is attached, alleges as follows.

9 In the early 1970s, at age nineteen, Jorgensen suffered  
10 serious injuries in an automobile accident in the state of  
11 Alaska. As a result of these injuries, Jorgensen was confined  
12 to a wheelchair and classified medically as a quadriplegic. She  
13 filed a lawsuit against the state of Alaska on account of her  
14 injuries and, in early 1975, received a net amount of  
15 approximately \$730,000. In the meantime, she had joined CCBTC.

16 Donald Barnett, pastor of CCBTC, was aware of Jorgensen's  
17 vulnerability and inexperience. Nonetheless, he persuaded  
18 Jorgensen to transfer to CCBTC the amount of \$580,000, of which  
19 \$100,000 was an outright gift, and \$480,000 was a no-interest  
20 loan to CCBTC. As part of the consideration for the gift and  
21 loan, Donald Barnett assured Jorgensen that CCBTC would provide  
22 care and support to Jorgensen for life, including but not  
23 limited to payment of any medical expenses she might incur.  
24 Although the note provided that CCBTC would furnish a mortgage  
25 on real property to secure loan payments, defendants never  
26

JORGENSEN MEMORANDUM IN OPPOSITION  
TO DEFENDANTS' MOTIONS TO DISMISS - 3

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1 provided any security. For the next 10 years, Jorgensen  
2 suffered continual financial problems.

3 When Jorgensen sought medical attention in 1985 due to her  
4 chronic and acute health problems, she requested that CCBTC help  
5 her to pay approximately \$10,000 in necessary medical expenses,  
6 in accordance with defendants' earlier promises to provide care  
7 and support to Jorgensen in exchange for her gift of money.  
8 CCBTC refused to do so.

9 In 1984 or 1985, Donald Barnett began to teach a new  
10 religious doctrine, known as "Dancing Before the Lord." That  
11 practice soon led to the requirement that parishioners establish  
12 "spiritual connections" with members of the opposite sex other  
13 than their spouses by means of slow dancing during church hours  
14 and during many additional hours spent in one another's company.  
15 As a result of this doctrine, Jorgensen's (now former) husband  
16 fell in love with his "connection," leaving Jorgensen abandoned,  
17 neglected, and without basic necessities.

18 After Jorgensen's unavailing requests for CCBTC's  
19 assistance for her medical expenses and for these devastating  
20 personal problems, Donald Barnett disparaged and rebuked  
21 Jorgensen at a public meeting at which he accused her of being  
22 selfish, evil, beset by demons, lacking faith, and the cause of  
23 her own problems. Several weeks later, after seeking medical  
24 attention, Jorgensen severed her ties with the Church.

25  
26  
JORGENSEN MEMORANDUM IN OPPOSITION  
TO DEFENDANTS' MOTIONS TO DISMISS - 4

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1 Jorgensen has asserted claims for constructive trust,  
2 breach of contract, infliction of emotional distress, and,  
3 against CCBTC only, negligent supervision, all based on the  
4 facts alleged in her complaint. She adds that defendants knew  
5 at the time they promised to take care of future financial  
6 requirements that failure to fulfill that promise would cause  
7 Jorgensen emotional, mental, and physical suffering and  
8 distress, and she alleges such suffering and distress. These  
9 properly pleaded and established claims cannot be dismissed  
10 under CR 12(b)(6).

11 III. SUMMARY OF ARGUMENT

12 When the Court rules on a motion to dismiss, CR 12(b)(6)  
13 requires that it treat all allegations in the complaint, and all  
14 reasonable inferences flowing from those allegations, as true.  
15 Defendants are improperly using CR 12(b)(6) to attack the  
16 inclusion of certain factual allegations in Jorgensen's  
17 complaint which the Court must accept as true for purposes of  
18 this motion.

19 To the extent defendants argue Jorgensen's causes of action  
20 allege alienation of affection, they have mischaracterized both  
21 her claims and the law. Similarly, defendants have misconstrued  
22 Jorgensen's claims as being "based upon the doctrine of  
23 spiritual connections," and therefore somehow entitling them to  
24 the protection of the free exercise clause of the first  
25 amendment to the United States Constitution. However, nothing  
26

JORGENSEN MEMORANDUM IN OPPOSITION  
TO DEFENDANTS' MOTIONS TO DISMISS - 5

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1 in the first amendment precludes a plaintiff from alleging facts  
2 which happen to involve an assertedly religious practice,  
3 particularly when, as here, the plaintiff's claims do not depend  
4 on those factual contentions. And even if the first amendment  
5 were relevant to Jorgensen's claims, defendants have wholly  
6 failed to establish that it gives them a basis to claim immunity  
7 from liability for their tortious acts.

8 IV. DISCUSSION

9 A. Defendants may not Strike Factual Allegations by Means of  
10 Motions to Dismiss under CR 12(b)(6).

11 As defendants acknowledge, motions to dismiss under CR  
12 12(b)(6) are disfavored, and should not be granted unless it  
13 appears from the pleadings that a plaintiff can prove no set of  
14 facts entitling her to relief. Collins v. Lomas & Nettleton  
15 Company, 29 Wn. App. 415, 419, 628 P.2d 855 (1981). A motion  
16 to dismiss under CR 12(b)(6) admits the truth of a plaintiff's  
17 allegations, and all reasonable inferences flowing from those  
18 allegations.<sup>1</sup> Bowman v. Two, 104 Wn. 2d 181, 183, 704 P. 2d 140  
19 (1985).

20 Here, Jorgensen has properly alleged facts supporting all  
21 four of her causes of action. Defendants' motion is not in fact  
22 aimed at the legal sufficiency of Jorgensen's claims. Instead,

23 \_\_\_\_\_  
24 <sup>1</sup> For that reason, defendants' bald assertions that  
25 "[t]he doctrine of spiritual connections presents no inherent  
26 danger," and that the harm it caused "could just as easily have  
been avoided by the[] use of the word 'no,'" Barnett's Brief at  
22, are entitled to zero weight.

1 it apparently seeks to strike from her complaint Jorgensen's  
2 factual allegations about defendants' "spiritual connections"  
3 practice and its harmful effects. Plainly, this use of CR  
4 12(b)(6) is improper. Particular factual allegations in a  
5 complaint may not be attacked on a motion requiring that all  
6 allegations be treated as true. See, Corrigan v. Ball and Dodd  
7 Funeral Home, Inc., 89 Wn. 2d 959, 577 P.2d 580 (1978).

8 B. Jorgensen is Not Suing for Alienation of Affection.

9 According to the defendants, the portion of Jorgensen's  
10 claims based on the destruction of her marriage to Dennis  
11 Pangburn "are [sic] actually alienation of affection claims and  
12 may not be stated." Barnett's Brief at 26. This assertion  
13 mischaracterizes both Jorgensen's claims and applicable law.

14 As Jorgensen's complaint makes clear, the destruction of  
15 her marriage is just one of defendants' many harmful acts that  
16 gave rise to her claims. Jorgensen's claim for infliction of  
17 emotional distress, for example, includes defendants' actions  
18 in inducing her to become emotionally and physically dependent  
19 on them and, after her transfer of a huge amount of money to  
20 them due to their exercise of extreme undue influence over her,  
21 financially dependent as well. Her claim similarly includes  
22 defendants' acts in influencing her not to seek necessary  
23 medical treatment, breaking their promises by refusing funds to  
24 meet her medical and other expenses with knowledge of the severe  
25 distress this would cause her, and responding to her desperate  
26

JORGENSEN MEMORANDUM IN OPPOSITION  
TO DEFENDANTS' MOTIONS TO DISMISS - 7

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1 pleas for guidance and help with a public, extraordinarily harsh  
2 rebuke. That defendants additionally carried on a practice  
3 which foreseeably destroyed Jorgensen's home life is just one  
4 more aspect of her claim for infliction of emotional distress.

5 Moreover, the defendants have seriously misinterpreted  
6 Washington case law on alienation of affections. The essence  
7 of the claim in this state was a third party's deliberate  
8 interference with a plaintiff's spouse's affections. See  
9 Carrieri v. Bush, 69 Wn.2d 536, 543, 419 P.2d 132 (1966).  
10 Jorgensen has alleged no such intentional interference.

11 Moreover, alienation of affections has traditionally been  
12 the vehicle of a suit for adultery. That is why the Washington  
13 Supreme Court abolished the cause of action, observing that its  
14 existence meant "[t]he opportunity for blackmail is great" and  
15 "[t]he successful plaintiff succeeds in compelling what appears  
16 to be a forced sale of the spouse's affections." Wyman v.  
17 Wallace, 94 Wn.2d 99, 105, 615 P.2d 452 (1980). See also Irwin  
18 v. Coluccio, 32 Wn. App. 510, 648 P.2d 458 (1982) (abolishing  
19 tort of criminal conversation under Wyman rationale). Jorgensen  
20 does not seek recovery from a third party for adulterous  
21 relations with her husband.

22 Defendants suggest that any claim for "consortium damages"  
23 should be viewed as one for alienation of affection, because a  
24 "true consortium claim . . . is based on physical injury to the  
25 impaired spouse." Barnetts' Brief at 27. No such holding  
26

JORGENSEN MEMORANDUM IN OPPOSITION  
TO DEFENDANTS' MOTIONS TO DISMISS - 8

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1 appears in the cited case, which defines loss of consortium  
2 broadly to include "loss of love, affection, care, services,  
3 companionship, society and consortium." Lundgren v. Whitney's  
4 Inc., 94 Wn.2d 91, 94, 614 P.2d 1272 (1980). Those are some  
5 of the losses suffered by Jorgensen, which contributed to her  
6 emotional distress, as alleged in her complaint.

7 Defendants have similarly mischaracterized the holding of  
8 Lund v. Caple, 100 Wn.2d 739, 675 P.2d 226 (1984). They argue  
9 that the case bars a claim based even in part on "marital  
10 breakup" if the former spouse is not joined as a plaintiff.  
11 Barnetts' Brief at 25-26. In fact, the Lund court found that  
12 even if a plaintiff's complaint presents the elements of  
13 alienation of affection, the nature of the plaintiff's claims  
14 must still be considered.<sup>2</sup> Because the gist of Lund's claim  
15 was Caple's adulterous relationship with his wife, and Lund's  
16 wife had not joined the suit, indicating "at least the  
17 possibility of a vengeful motive or a so-called 'forced sale,'"   
18 the court concluded that the lawsuit was sufficiently like a  
19 traditional alienation of affections action to be barred by  
20 Wyman. The actual holding in the case is expressly set forth:  
21 "[W]e hold the prohibition of alienation of affection actions  
22 extends to those cases in which a lone spouse sues a third party  
23

24  
25 <sup>2</sup> Of course, as discussed, Jorgensen's complaint does  
26 not present the elements of alienation of affection because she  
does not allege intentional interference with her relationship  
with Dennis Pangburn.

JORGENSEN MEMORANDUM IN OPPOSITION  
TO DEFENDANTS' MOTIONS TO DISMISS - 9

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1 for alleged sexual misconduct with his or her spouse and seeks  
2 only loss of consortium damages." (Emphasis added.) Lund is  
3 plainly inapplicable, because CCBTC and the Barnetts are not  
4 alleged to have engaged in sexual misconduct with Jorgensen's  
5 ex-husband, and she seeks more than loss of consortium damages.

6 Now that it is no longer an accepted tort in this state,  
7 defendants would like to swell alienation of affection into an  
8 expansive cause of action which includes any claim based in any  
9 part on destruction of a marital or family relationship. The  
10 case law will not bear the weight of defendants' distended  
11 creation.

12 C. The First Amendment Does Not Shield Defendants From  
13 Jorgensen's Claims.

14 1. Jorgensen's Factual Allegations May Not Be Struck on  
15 First Amendment Grounds.

16 Defendants allege that Jorgensen asserts claims "based upon  
17 the doctrine of spiritual connections." A quick reading of  
18 Jorgensen's complaint puts the lie to this assertion. As  
19 already discussed, defendants' conduct of the "spiritual  
20 connections" practice is just one of the acts alleged in support  
21 of Jorgensen's constructive trust, breach of contract,  
22 infliction of emotional distress, and negligent supervision  
23 claims. None of Jorgensen's claims are based solely or even  
24 mostly on the doctrine.

25 Defendants assert that "preaching and practice allegations  
26 . . . cannot [constitutionally] form the basis of any cause of

1 action," citing the well-known holding of Cantwell v.  
2 Connecticut, 310 U.S. 296, 303 (1940), that the free exercise  
3 clause of the first amendment absolutely protects religious  
4 belief, and gives qualified protection to religious practice.  
5 Defendants seek to transform that accepted principle into the  
6 novel proposition that the first amendment empowers civil  
7 defendants to censor a complaint by deleting any reference to  
8 anything which is assertedly religious. Even assuming CR  
9 12(b)(6) provided a basis to strike particular factual  
10 allegations, which it does not, not one case cited by defendants  
11 even suggests that the free exercise clause bars a plaintiff  
12 from alleging that defendants carried on a particular,  
13 purportedly religious, practice.

14 In United States v. Ballard, 322 U.S. 78 (1944), cited by  
15 defendants, the Supreme Court declined to rule that the trial  
16 court had erred in submitting the question of whether defendants  
17 had a good faith belief in their religious representations to  
18 the jury. If a court may entertain a criminal indictment which  
19 alleges mail fraud by means of religious representations made  
20 without a good faith belief in their truth, then plainly  
21 Jorgensen is not barred from alleging in a civil complaint that  
22 defendants engaged in certain allegedly religious teachings and  
23 practices.

24 2. Defendants Are Not Entitled to First Amendment  
25 Immunity From Liability for Jorgensen's Claims

26 Even if Jorgensen were alleging tortious causes of action

1 based solely on defendants' "spiritual connections" practice,  
2 which she is not, nothing in the first amendment renders  
3 defendants invulnerable to civil liability. Courts have  
4 repeatedly held that common law causes of action, including  
5 infliction of emotional distress, are assertable to recover for  
6 damage caused by purportedly religious conduct, despite a free  
7 exercise defense. Van Schaick v. Church of Scientology of  
8 California, 535 F. Supp. 1125, 1134-35, 1141-42 (D. Mass. 1982)  
9 (holding that even if defendant was a religious institution,  
10 "the free exercise clause of the First Amendment would not  
11 immunize it from all common law causes of action alleging  
12 tortious activity . . . .," and denying dismissal of intentional  
13 infliction of emotional distress claim); Turner v. Unification  
14 Church, 473 F. Supp. 367, 371 (D.R.I. 1978) ("free exercise  
15 clause of the first amendment does not immunize the defendants  
16 from causes of action that allege . . . intentional tortious  
17 activity"); Meroni v. Holy Spirit Association for Unification  
18 of World Christianity, 119 A.D.2d 700, 506 N.Y.S.2d 174, 176  
19 (1986) ("church may be held liable for intentional tortious  
20 conduct on behalf of its officers or members, even if that  
21 conduct is carried out as part of the church's religious  
22 practices").

23 One important reason the first amendment does not save  
24 purportedly religious entities from paying for their torts is  
25 that imposition of such liability is a neutral governmental act.  
26

JORGENSEN MEMORANDUM IN OPPOSITION  
TO DEFENDANTS' MOTIONS TO DISMISS - 12

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1 A church has no greater or lesser liability for tortious  
2 activity than any other member of society. As one noted  
3 constitutional scholar has observed:

4 [R]eligiously neutral government actions, neither cast in  
5 terms of faith nor triggered by religiously motivated  
6 choices as such, have only the incidental effect of  
7 burdening such choices. Just as the first amendment's free  
8 speech clause is not even implicated in the arrest of a  
9 newscaster for speeding, or in the closure of a bookstore  
for violation of a health regulation, so the free exercise  
clause is not implicated in the imprisonment of a member  
of the clergy for embezzlement, or the closure of a church  
as a fire hazard. Such actions should not occasion any  
heightened constitutional concern.

10 L. H. Tribe, American Constitutional Law 1185 (2d ed. 1988).

11 In this case, all of Jorgensen's causes of action would be  
12 equally applicable to a non-religious entity which engaged in  
13 the same conduct. It is insignificant to Jorgensen's  
14 constructive trust claim that Donald Barnett exercised undue  
15 influence over her by exploiting a confidential relationship he  
16 enjoyed as her pastor, and not as, for example, her lawyer.  
17 Similarly, it is unimportant to Jorgensen's emotional distress  
18 claim that one of defendants' acts was to engage in purportedly  
19 religious, as opposed to secular, practices which foreseeably  
20 caused destruction of her marriage. None of Jorgensen's causes  
21 of action turn on defendants' assertedly religious motivations  
22 or beliefs.

23 A second important reason the free exercise clause does not  
24 cloak defendants with immunity for their tortious activities is  
25 the state's well-recognized power to protect public health and  
26

JORGENSEN MEMORANDUM IN OPPOSITION  
TO DEFENDANTS' MOTIONS TO DISMISS - 13

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1 welfare despite claims of a religiously grounded right to  
2 exemption. See Application of President and Directors of  
3 Georgetown College, Inc., 331 F.2d 1000 (D.C.Cir.), cert.  
4 denied, 84 S.Ct. 1883 (1964) (ordering blood transfusion over  
5 patient's religiously based refusal); Lawson v. Commonwealth,  
6 291 Ky. 437, 164 S.W.2d 972 (1942) (statute criminalizing snake-  
7 handling religious practices held constitutional).

8 A long line of Supreme Court cases has upheld neutral  
9 regulation of religious practices to serve important state  
10 interests. See, e.g., Bob Jones University v. United States, 461  
11 U.S. 574, 602-04 (1983) (tax benefit denial to schools that  
12 racially discriminate on basis of sincerely held religious  
13 beliefs); United States v. Lee, 455 U.S. 252 (1982) (social  
14 security tax payment required despite conflicting religious  
15 belief); Jehovah's Witnesses v. King County Hospital, 390 U.S.  
16 598 (1967) (affirming 3-judge Western District of Washington  
17 panel upholding state statute granting power to declare children  
18 dependent for purpose of authorizing blood transfusions over  
19 religiously based parental objections); Cleveland v. United  
20 States, 329 U.S. 14 (1946) (upholding criminal convictions for  
21 polygamous religious practices); Prince v. Massachusetts, 321  
22 U.S. 158, 166-67 (1944) (state may require school attendance,  
23 regulate or prohibit child labor, and impose compulsory  
24 vaccination despite conflicting rights of religious freedom and  
25 parental authority); Jacobson v. Massachusetts, 197 U.S. 11, 25  
26

JORGENSEN MEMORANDUM IN OPPOSITION  
TO DEFENDANTS' MOTIONS TO DISMISS - 14

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1 S. Ct. 358 (1905) (compulsory adult vaccination); Reynolds v.  
2 United States, 98 U.S. 145 (1878) (affirming criminal conviction  
3 for polygamy).

4 Protection of the right to be compensated for tortiously  
5 inflicted injury is plainly an important state interest. And  
6 see Braunfeld v. Brown, 366 U.S. 599, 605 (1961) (upholding  
7 Sunday closing law against free exercise challenge and  
8 observing, "the statute at bar does not make unlawful any  
9 religious practices of appellants: the Sunday law simply  
10 regulates a secular activity and, as applied to appellants,  
11 operates so as to make the practice of their religious beliefs  
12 more expensive" (emphasis added).<sup>3</sup> Here, Jorgensen does not  
13 seek to make CCBTC's practices unlawful. To the extent such  
14 practices cause injury, however, CCBTC must pay damages to  
15 Jorgensen.

16 There is a third important reason why religious  
17 organizations are not immune from tortious liability for their  
18 dangerous or damaging religious practices. The free exercise  
19

20  
21 <sup>3</sup>Defendants contend that there is no interest justifying  
22 compensation for the damage caused by their "spiritual  
23 connections" practice because this state has abolished the  
24 alienation of affections tort. As already discussed,  
25 Jorgensen's claims have nothing to do with alienation of  
26 affections. Defendants' argument is disingenuous at best:  
protection of the marital and family relationship is one of the  
most fundamental constitutional values. See, e.g., Zablocki v.  
Redhail, 434 U.S. 374, 383-87 (1978); Moore v. City of East  
Cleveland, 431 U.S. 494, 499-506 (1977) and cases cited therein.

1 clause, like the other liberties guaranteed in the constitution,  
2 does not wall off religious groups from the rest of society.  
3 As the Supreme Court observed long ago:

4 [T]he liberty secured by the Constitution of the United  
5 States to every person within its jurisdiction does not  
6 import an absolute right in each person to be, at all  
7 times, and in all circumstances, wholly freed from  
8 restraint. There are manifold restraints to which every  
9 person is necessarily subject for the common good. On any  
10 other basis organized society could not exist with safety  
11 to its members.

12 Jacobson, 25 S.Ct. at 361. The religious organization's links  
13 to society also carry benefits, which extend well beyond the  
14 constitutional protection of religious liberty. See Larkin v.  
15 Grendel's Den, Inc., 459 U.S. 118, 122 (1982) ("Plainly schools  
16 and churches have a valid interest in being insulated from  
17 certain kinds of commercial establishments . . . and there can  
18 be little doubt about the power of a state to regulate the  
19 environment in the vicinity of schools, churches, hospitals and  
20 the like by exercise of reasonable zoning laws.") But societal  
21 benefits, including maintenance of the tort system, depend on  
22 the state's ability to enforce participation in societal  
23 responsibilities. Cf. United States v. Lee, 455 U.S. at 256-  
24 61, holding that the "fiscal vitality of the social security  
25 system" requires mandatory and continuous participation, even  
26 from those whose religious beliefs forbid social security  
payments or receipts. Defendants in this case similarly have  
a social duty to compensate Jorgensen for their tortious acts.

JORGENSEN MEMORANDUM IN OPPOSITION  
TO DEFENDANTS' MOTIONS TO DISMISS - 16

LAW OFFICES OF  
PRESTON, THORGRIMSON, ELLIS & HOLMAN  
5400 COLUMBIA SEAFIRST CENTER  
701 FIFTH AVENUE  
SEATTLE, WASHINGTON 98104-7011  
(206) 623-7580



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III. CONCLUSION

For the reasons set forth above, Jorgensen respectfully requests that the Court deny defendants' motions for partial dismissal of Jorgensen's claims.

DATED this 8th day of March, 1989.

Respectfully submitted,

PRESTON, THORGRIMSON, ELLIS & HOLMAN

By 

Susan Delanty Jones

Catherine D. Shaffer

Attorneys for Plaintiff,  
Maureen P. Jorgensen



RECEIVED

In King County Superior Court Case No. 86-2-18176-8

DEC 7 1988

DEC 7 1988

CLERK OF COURT

DEC 7 1988

JOHN W. RILEY

CIVIL TRACK I  
THE HONORABLE JOHN RILEY  
SUPERIOR COURT

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY

KATHY LEE BUTLER, et ux.,  
et al.,

Plaintiffs,

vs.

DONALD LEE BARNETT, et ux.,  
et al.,

Defendants.

NO. 86-2-18176-8

SECOND AMENDED COMPLAINT  
OF MAUREEN P. JORGENSEN FOR  
DAMAGES AND EQUITABLE RELIEF

SANDY EHRLICH, et vir., et  
al.,

Plaintiffs,

vs.

RALPH ALSKOG, et ux., et  
al.,

Defendants.

MAUREEN P. JORGENSEN,

Plaintiff,

vs.

COMMUNITY CHAPEL AND BIBLE  
TRAINING CENTER, et al.

Defendants.

COPY

JORGENSEN'S SECOND AMENDED COMPLAINT  
FOR DAMAGES AND EQUITABLE RELIEF - 1

LAW OFFICES OF  
PRESTON, THORGRIMSON, ELLIS & HOLMAN  
5400 COLUMBIA SEAFIRST CENTER  
701 FIFTH AVENUE  
SEATTLE, WASHINGTON 98104-70

1 AMERICAN CASUALTY COMPANY OF )  
 2 READING PENNSYLVANIA, a )  
 3 Pennsylvania corporation, )  
 4 Plaintiff, )  
 5 v. )  
 6 KATHY LEE BUTLER, et. al., )  
 Defendants. )

---

7 Plaintiff, Maureen P. Jorgensen, alleges as follows:

8 I. PARTIES AND JURISDICTION

9 1. Plaintiff, formerly known as Maureen Pangburn, is and  
10 was a resident of King County, Washington at all times material  
11 to this action.

12 2. Defendant, Community Chapel and Bible Training Center  
13 ("CCBTC"), is a Washington non-profit corporation. Defendant  
14 operates both a church, the Community Chapel, and a college, the  
15 Community Chapel Bible College, in Seattle, Washington.

16 3. The Court has jurisdiction over the subject matter of  
17 this lawsuit, which concerns events that occurred wholly in the  
18 State of Washington. Venue is proper in King County pursuant to  
19 RCW 4.12.025.

20 4. At all times material to this action, defendants Donald  
21 Lee Barnett and Barbara Barnett ("Barnetts") were husband and wife  
22 and residents of King County, Washington. Defendant Donald Lee  
23 Barnett was the head pastor of CCBTC, and as such had  
24 responsibility for the administration and direction of the entire  
25 congregation. The Barnetts, or either of them, performed  
26 described actions on behalf of the marital community.

1           5. At all times material to this action, defendants  
2 Barnettts were principals, agents, employees and representatives  
3 of CCBTC. All actions complained of were performed in the scope  
4 of their representation, employment, and/or agency for CCBTC.

5                           II. FACTS

6           6. In the early 1970s, at age nineteen, plaintiff suffered  
7 serious injuries in an automobile accident in the state of Alaska.  
8 As a result of these injuries, plaintiff was confined to a  
9 wheelchair and classified medically as a quadriplegic. Plaintiff  
10 filed a lawsuit against the state of Alaska on account of her  
11 injuries and, in early 1975, received a net amount of  
12 approximately \$730,000.

13           7. Sometime during the period between the automobile  
14 accident and plaintiff's receipt of the \$730,000 from the lawsuit,  
15 plaintiff began attending both CCBTC's church services and the  
16 Community Chapel Bible College. Both the church and the college  
17 taught that submission to church authority and complete obedience  
18 to church teachings were required of all members. In her weakened  
19 condition and facing the prospect of a permanent and devastating  
20 disabling condition, plaintiff was especially vulnerable to the  
21 strong authoritarian leadership exercised by Donald Barnett.

22           8. Donald and Barbara Barnett were aware of plaintiff's  
23 weak and vulnerable state, and took advantage of her condition by  
24 manipulating, pressuring, coercing, and influencing plaintiff in  
25 every aspect of her life, including without limitation, dictating  
26 the persons whom she dated, with whom she lived and spent time,

1 advising her not to marry outside the church, advising her to  
2 marry Dennis Pangburn, and threatening to disfellowship her when  
3 she attempted to separate from Dennis Pangburn.

4 9. After plaintiff received the \$730,000 from the lawsuit,  
5 Donald Barnett counseled and admonished her that she should give  
6 her money to CCBTC and that it was morally and spiritually wrong  
7 for her to retain the money for her own care and use. CCBTC, by  
8 and through defendants Barnett, promised plaintiff that all of  
9 her needs would be met and that she would be healed if she gave  
10 her money to the church.

11 10. In approximately April, 1975, Donald Barnett persuaded  
12 plaintiff to transfer to CCBTC the amount of \$580,000 in the form  
13 of a loan evidenced by a promissory note. Ultimately, Barnett  
14 convinced plaintiff to transfer \$100,000 as an outright gift, and  
15 to loan defendant CCBTC \$480,000. Plaintiff planned to retain  
16 approximately \$100,000, the remainder of the lawsuit proceeds,  
17 for the purchase of a wheelchair-accessible home and vehicle.

18 11. Although plaintiff understood that the note would bear  
19 interest at the rate of five percent (5%) per annum, the note, as  
20 presented to plaintiff for her signature on December 1, 1975, bore  
21 no interest. Plaintiff, who was not accompanied by counsel at the  
22 time of signing, protested that the note should bear interest.  
23 However, Donald Barnett insisted that plaintiff had a religious  
24 obligation to make an interest-free loan to the church. On  
25 Barnett's insistence, plaintiff reluctantly accepted the interest-  
26 free note in the amount of \$480,000, the entire remainder of the

1 lawsuit proceeds. A copy of the note is attached hereto as  
2 Exhibit 1.

3 12. The note, as executed, provided that defendant CCBTC  
4 would furnish a mortgage on real property in order to secure  
5 payments of the loan. Nonetheless, defendants failed to provide  
6 any security, nor have they ever done so.

7 13. As part of the consideration for the gift and loan,  
8 Donald Barnett assured plaintiff that defendant would provide care  
9 and support to plaintiff for life, including payment of any  
10 medical expenses she might incur.

11 14. Defendants knew that plaintiff was emotionally and  
12 physically dependent on the church and, after her gift and loan  
13 to the church, that she was financially dependent on the church  
14 for funds to meet her medical and other expenses. Notwithstanding  
15 this knowledge, when plaintiff requested funds from defendants to  
16 complete the construction of her wheelchair-accessible home, she  
17 was rebuked and made to feel ashamed by Donald Barnett.

18 15. Although they were aware that plaintiff was frequently  
19 in a weakened and dependent physical and emotional condition, and  
20 that she was in need of ongoing health care, defendants  
21 continuously advised plaintiff not to consult or seek treatment  
22 from doctors, nurses, or hospitals on the basis that such  
23 treatment was not sanctioned by God and evidenced a lack of faith.  
24 During this period, defendants were aware that plaintiff was  
25 suffering from insomnia, lack of appetite, dizziness, cramping,  
26

1 headaches, diarrhea, depression, and kidney and urinary tract  
2 infections.

3 16. When plaintiff sought medical attention in 1985 due to  
4 her chronic and acute health problems, she requested that CCBTC  
5 help her to pay approximately \$10,000 in necessary medical  
6 expenses incurred by her, in accordance with defendant's earlier  
7 promises to provide care and support to plaintiff. CCBTC failed  
8 and refused to pay plaintiff's medical expenses.

9 17. After plaintiff requested money for her medical  
10 expenses, Donald Barnett made disparaging remarks and publicly  
11 rebuked plaintiff at a church meeting at which he accused her of  
12 being selfish and evil, beset by demons, and lacking faith in God  
13 and the church.

14 18. In 1985, Donald Barnett began to teach a new religious  
15 doctrine to members and parishioners of CCBTC, known as "Dancing  
16 Before the Lord." This practice has disrupted many marriages and  
17 family relationships among defendant's members, and has led to  
18 widespread publicity in the news media because of the requirement  
19 that parishioners establish "spiritual connections" with members  
20 of the opposite sex other than their spouses by means of slow  
21 dancing during church hours and during many additional hours spent  
22 in one another's company. As a result of this doctrine,  
23 plaintiff's (now former) husband fell in love with his  
24 "connection;" plaintiff's marriage was thereby broken and  
25 ultimately dissolved. In view of the destruction of her marriage  
26 by this new practice and plaintiff's conviction that the new

1 teaching was non-Biblical, she could no longer remain an adherent.  
2 In December, 1985, therefore, plaintiff severed her ties with the  
3 Church.

4 III. CLAIMS FOR RELIEF

5 First Claim for Relief: Constructive Trust

6 19. Plaintiff realleges paragraphs 1 through 18.

7 20. CCBTC, through its pastor and president, Donald Barnett,  
8 occupied a confidential relationship to plaintiff at all times  
9 surrounding the execution of the no-interest loan and continuing  
10 for more than ten years thereafter. Moreover, Donald Barnett and  
11 other church employees actively participated in the preparation  
12 of the note by which plaintiff transferred \$480,000 to CCBTC in  
13 an interest-free transaction. Given plaintiff's available  
14 financial resources and the likelihood of a permanent reduction  
15 in her earning power as a result of her disabling condition, the  
16 "loan" to CCBTC was unnaturally large.

17 21. In light of the above factors and the unequal bargaining  
18 power between plaintiff and defendants in negotiating the terms  
19 of the note, defendants exerted ongoing undue influence upon  
20 plaintiff.

21 22. CCBTC, through Donald and Barbara Barnett, and plaintiff  
22 stood in a confidential relationship to one another from at least  
23 1975 until 1985. The Barnetts gained plaintiff's confidence and  
24 purported to act with plaintiff's best interests in mind.

25 23. In light of the continuing undue influence exerted by  
26 Donald Barnett as a result of his confidential relationship with



1 plaintiff, CCBTC has been, since 1975, unjustly enriched by the  
2 use of plaintiff's property while paying no interest on those  
3 funds to plaintiff. Plaintiff is thus entitled to restitution in  
4 the amount of a reasonable return on the funds held and invested  
5 by defendants since December 1, 1975, plus return of the remaining  
6 principal amount still held by defendants, which amount is  
7 believed to equal approximately \$180,000. The Court should impose  
8 a constructive trust on the property still held by CCBTC, together  
9 with interest at a fair return on the principal already repaid to  
10 plaintiff and prejudgment interest from December 1, 1975.

11 Second Claim for Relief: Breach of Contract

12 24. Plaintiff realleges paragraphs 1 through 23.

13 25. As additional consideration for the promissory note  
14 executed by defendant CCBTC on December 1, 1975, defendants  
15 promised and agreed to pay all necessary medical expenses incurred  
16 by plaintiff, who had suffered permanent and disabling injuries.  
17 At the time of defendant's promise, defendants knew that the  
18 failure and refusal to fulfill the promise to plaintiff would  
19 cause her emotional, mental, and physical suffering and distress.  
20 CCBTC failed and refused, however, to pay approximately \$10,000  
21 in medical expenses incurred by plaintiff in 1985, in spite of  
22 plaintiff's request that CCBTC honor its agreement. Such failure  
23 constitutes a material breach of the parties' agreement and a  
24 failure of consideration. As a result of defendant's breach and  
25 intentional, reckless and wanton conduct, plaintiff has suffered  
26 severe emotional distress and is entitled to recover damages.



1 rescind the parties' agreement and recover funds still held by  
2 CCBTC.

3 Third Claim for Relief: Infliction of Emotional Distress

4 26. Plaintiff realleges paragraphs 1 through 25.

5 27. The acts and conduct of CCBTC, by and through its pastor  
6 and president, were perpetrated so as to intentionally,  
7 recklessly, and/or negligently inflict severe emotional distress  
8 upon plaintiff, with the knowledge that such distress was certain  
9 or substantially certain to result from defendants' outrageous  
10 conduct.

11 28. As a direct and proximate result of defendants' conduct,  
12 plaintiff suffered severe emotional distress, was greatly  
13 humiliated, shamed and embarrassed, and endured great pain and  
14 suffering.

15 29. By reason of the foregoing, plaintiff has sustained  
16 general damages, and was required to and did incur reasonable  
17 necessary expenses in connection with treatment of her personal  
18 injuries.

19 30. As a direct and proximate result of the intentional,  
20 reckless, and/or negligent wrongful acts and omissions of the  
21 defendants, plaintiff is entitled to actual damages, damages for  
22 continuing pain and suffering, and attorneys' fees.

23 Fourth Claim for Relief: Negligent Employment and Supervision

24 31. Plaintiff realleges paragraphs 1 through 30.

25 32. Defendant CCBTC owed plaintiff a duty to properly  
26 supervise defendant Donald Barnett in his ministerial and

1 counseling activities. Defendant CCBTC further owed plaintiff a  
2 duty not to employ or retain a pastor likely to harm others in  
3 the course of his employment or agency.

4 33. Defendant CCBTC had sufficient knowledge or information  
5 that a reasonable person in CCBTC's position would have realized  
6 the likelihood that defendant Barnettts' activities were causing  
7 and would continue to cause harm.

8 34. Defendant CCBTC breached its duties to plaintiff by  
9 negligently supervising, employing, and continuing to retain  
10 defendants Barnettts as its servants, representatives, and agents.  
11 Defendant CCBTC failed to warn or protect plaintiff from injury  
12 or the likelihood of injury.

13 35. Defendant CCBTC's negligent supervision and employment  
14 of defendants Barnettts proximately caused bodily and other  
15 injuries to plaintiff, including but not limited to her financial  
16 losses, severe emotional distress, bodily anguish and injury,  
17 humiliation, and pain and suffering.

18 36. By reason of the foregoing, plaintiff has sustained  
19 general damages, and was required to and did incur reasonable  
20 necessary expenses in connection with treatment of her personal  
21 injuries.

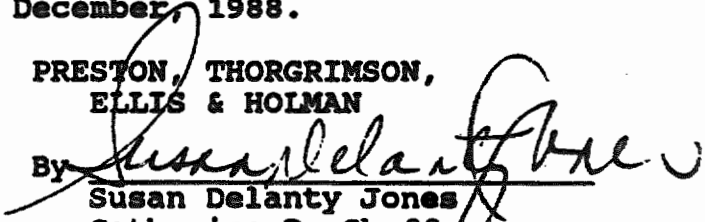
22 37. Plaintiff is entitled to actual damages, damages for  
23 continuing pain and suffering, and attorneys' fees.

WHEREFORE, plaintiff seeks the following relief:

- 1           1. That the Court impose a constructive trust for the
- 2 benefit of plaintiff on the loan proceeds still in the hands of
- 3 defendants;
- 4           2. That the Court order payment of a reasonable rate of
- 5 return on the principal amount loaned to defendant on December 1,
- 6 1975;
- 7           3. That the Court award plaintiff prejudgment interest;
- 8           4. That the Court award plaintiff general damages in an
- 9 amount now unknown but which will be proved at trial;
- 10          5. That the Court award plaintiff medical expenses incurred
- 11 and other costs, in an amount now unknown but which will be proved
- 12 at trial;
- 13          6. That the Court award plaintiff her attorneys fees and
- 14 costs of suit; and
- 15          7. That the Court award such other relief as it deems just.

16 DATED this 7 day of December, 1988.

17                   PRESTON, THORGRIMSON,  
18                   ELLIS & HOLMAN

19 By   
20                   Susan Delanty Jones  
21                   Catherine D. Shaffer  
22                   Attorneys for Plaintiff,  
23                   Maureen Jorgensen

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Civil Track I  
The Honorable John Riley

SCHWEPPE, KRUG & TAUSEND

KING COUNTY  
SUPERIOR COURT CLERK  
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

KATHY LEE BUTLER, et vir., )  
et al., )  
Plaintiffs, )

Consolidated  
No. 86-2-18176-8 ✓

v.

No. 86-2-18176-8

DONALD LEE BARNETT, et ux., )  
et al., )  
Defendants. )

AFFIDAVIT OF SERVICE  
BY MAIL

SANDY EHRLICH, et vir., et )  
al., )  
Plaintiffs, )

v.

No. 86-2-18429-5

RALPH ALSKOG, et ux., et )  
al., )  
Defendants. )

MAUREEN P. JORGENSEN, )  
Plaintiff, )

v.

No. 86-2-26360-8

COMMUNITY CHAPEL AND BIBLE )  
TRAINING CENTER, et al., )  
Defendants. )

AFFIDAVIT OF SERVICE  
BY MAIL - 1

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LAW OFFICES OF  
PRESTON, THORGRIMSON, ELLIS & HOLMAN  
5400 COLUMBIA SEAFIRST CENTER  
701 FIFTH AVENUE  
SEATTLE, WASHINGTON 98104-7011  
(206) 623-7580





## EXHIBIT A

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11 Kitchell

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Attorney for Defendants Alskog

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Attorney for American Casualty  
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AFFIDAVIT OF SERVICE  
BY MAIL - 4

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AFFIDAVIT OF SERVICE  
BY MAIL - 5

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701 FIFTH AVENUE  
SEATTLE, WASHINGTON 98104-7011  
(206) 623-7580



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KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA.



**SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING**

KATHY LEE BUTLER, et al.,  
Plaintiffs,  
v.  
DONALD LEE BARNETT, et ux., et al.,  
Defendants.

CONSOLIDATED  
CIVIL TRACK I

NO. 86-2-18176-8

**NOTE FOR MOTION CALENDAR**  
**(Clerk's Action Required)**

**TO: THE CLERK OF THE COURT;** and to all other parties per list on reverse side:  
**PLEASE TAKE NOTICE** that an issue of law in this case will be heard on the date below and the Clerk is directed to note this issue on the appropriate calendar.  
Calendar Date: March 17, 1989 Day of Week Friday  
Nature of Motion: Motion for Dual Jury Impanelment

**DESIGNATED CALENDAR**

- |  |  |
|--|--|
| <input type="checkbox"/> Civil Motion (LR 0.7) (9:30)                                    | <b><u>FAMILY LAW MOTION [LR 0.5(b) LR 94.04]</u></b> |
| <input type="checkbox"/> Summary Judgment (LR 56) (9:30)                                 | <b><u>(W291)</u></b>                                 |
| <input type="checkbox"/> Supplemental Proceeding (LR 69) (1:30)                          |  |
| <input type="checkbox"/> Presiding Judge (Trial Date Motions Only) (11:15 or 1:30 Daily) | <input type="checkbox"/> Domestic Motion (9:30)      |
| Time of Hearing: _____   | <input type="checkbox"/> Sealed File Motion (1:30)   |
|  | <input type="checkbox"/> Support Motion (1:30)       |
|  | <input type="checkbox"/> Modification (1:30)         |

**EX PARTE MOTION [LR 0.9(b)] (W623)**  
The following motions are heard 9:00-12:00 and 1:30-4:15:

- |  |                        |  |
|--|------------------------|--|
| <input type="checkbox"/> Adoption        | Time of Hearing: _____ | <input type="checkbox"/> Receivership (LR 66) (2:00) |
| <input type="checkbox"/> Dissolution     | Time of Hearing: _____ | <input type="checkbox"/> Sealed File Motion (9:30)   |
| <input type="checkbox"/> Ex Parte Motion | Time of Hearing: _____ |  |
| <input type="checkbox"/> Probate         | Time of Hearing: _____ |  |

**DEPARTMENTAL HEARINGS [LR 40(b)]**

**Special Setting Before Judge/Commissioner:** The Honorable John Riley  
Time of Hearing: 1:30 p.m. Room E854

Typed Name: DON M. GULLIFORD  
LAW OFFICES OF  
OF: DON M. GULLIFORD & ASSOCIATES

**DATED:** March 8, 1989

Attorney for: St. Paul Fire & Marine Ins.  
Telephone: 462-4000 company

**LIST NAMES, ADDRESSES AND TELEPHONE NUMBERS OF ALL PARTIES REQUIRING NOTICE ON REVERSE SIDE.**

See attached list

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293  
ed

**List Of Names, Addresses And Telephone Numbers Of All Parties Requiring Notice:**

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**Address:**

**Telephone:**

**Attorney For:**

**NAME:**

**Address:**

**Telephone:**

**Attorney For:**

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**Address:**

**Telephone:**

**Attorney for:**

**NAME:**

**Address:**

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**NAME:**

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**Attorney For:**

March 8, 1989

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**FILED**  
1989 MAR -3 PM 2:23  
KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA.

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

1 AMERICAN CASUALTY COMPANY OF )  
2 READING PENNSYLVANIA, a )  
3 Pennsylvania corporation, )

4 )  
5 Plaintiff, )  
6 )

7 v. )

8 KATHY LEE BUTLER, et al., )

9 Defendants. )

10 KATHY LEE BUTLER, et vir., )  
11 et al., )

12 Plaintiffs, )

13 v. )

14 DONALD LEE BARNETT, et ux., )  
15 et al., )

16 Defendants. )

17 SANDY EHRLICH, et al., )

18 Plaintiffs, )

19 v. )

20 RALPH ALSKOG, et al., )

21 Defendants. )

22 MAUREEN PANGBORNE JORGENSEN, )

23 Plaintiff, )

24 v. )

25 COMMUNITY CHAPEL AND BIBLE )  
TRAINING CENTER, et al., )

Defendants. )

NO. 88-2-04615-8

CONSOLIDATED TRACK ONE  
CAUSE NO. 86-2-18176-8

AFFIDAVIT OF SERVICE  
BY MAIL

✓ NO. 86-2-18176-8

NO. 86-2-18429-5

NO. 86-2-26360-8

AFF. OF SERVICE BY MAIL - 1

ORIGINAL

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294.5  
DH

1 ST. PAUL FIRE AND MARINE )  
INSURANCE COMPANY, a foreign )  
2 corporation, )

NO. 88-2-18321-0

3 Plaintiff, )

4 v. )

5 KATHY LEE BUTLER, et al., )

6 Defendants. )

7 STATE OF WASHINGTON )

) ss.

8 COUNTY OF KING )

9  
10 I, Laura Ross, duly sworn on oath, depose and state:

11 That I am a citizen of the United States and a resident of  
12 the State of Washington, am over the age of 21 years and not a party  
13 to this action.

14 That on the 8th day of March, 1989, I caused a copy of  
15 Notice of Deposition Upon Oral Examination of Michael Ehrlich and  
16 Notice of Deposition Upon Oral Examination of Maureen Sabourin to be  
17 deposited in the United States Mail first class postage prepaid,  
18 addressed to each of the parties listed on Exhibit A attached  
19 hereto.

20  
21 Laura Ross  
LAURA ROSS

22 SUBSCRIBED AND SWORN to before me this 8th day of March,  
23 1989.

24  
25 Pauline V Smith  
NOTARY PUBLIC in and for  
the State of Washington,  
residing at Seattle  
My Commission Expires 5/22/89

HELSELL, FETTERMAN, MARTIN, TODD & HOKANSON

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EXHIBIT A

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