

CASE#: 86-2-26360-8 CIVIL JUDGMENT# NO JUDGE ID: 025
 TITLE: JORGENSEN VS COMMUNITY CHAPEL & BIBLE TRAINING CENTER
 FILED: 12-17-86
 CAUSE: TTD TORT-OTHER
 DISPOSITION: STPR DATE: 05-26-89 SETTLED BY PARTIES AND/OR AGREED JUDGMENT

ARCHIVED: 11-24-91
 CONSOLIDATED: 86-2-18176-8
 NOTE1: *CASE SET PG2 *CIVIL TRACK I UNDER 86-2-18176-8
 NOTE2: *CONSOL *PROTECTIVE ORDER SUB #53

-----PARTIES-----

CONN	LAST NAME,	FIRST MI TITLE	LITIGANTS	DATE
PLA01	JORGENSEN,	MAUREEN P		
DEF01	COMMUNITY CHAPEL & BIBLE TRAINING CENTER			
DEF02	BARNETT,	DONALD LEE		
DEF03	BARNETT,	BARBARA		

-----ATTORNEYS-----

CONN	LAST NAME,	FIRST MI TITLE	LITIGANTS	DATE
ATP01	JONES,	SUSAN D		
WTD01	LAGESCHULTE,	ROGER E		
WTD02	BOND,	MICHAEL J		
ATD03	HOLLENBECK,	RODNEY D		
ATD04	ROHAN,	ROBERT		
ATD05	SIM,	J R		

-----APPEARANCE DOCKET-----

SUB#	DATE	CD/CONN	DESCRIPTION	SECONDARY	MICROFILM
-	12-17-86	\$FFRC	FILING FEE RECEIVED - CIVIL PRESTON THORGRIMSON ETAL	70.00	
1	12-17-86	SMCMP	SUMMONS & COMPLAINT		
2	12-18-86	\$AFSR	AFFIDAVIT OF SERVICE	43.00	
3	12-22-86	APR	APPEARANCE FOR COMMUNITY CHAPEL & BIBLE TRAINING CENTER		
4	01-14-87	NTWSUB	ATD01 LAGESCHULTE, ROGER E NOTICE WITHDRAW & SUBSTITUT COUNSEL FOR COMMUNITY CHAPEL & BIBLE		
5	02-02-87	MTAFOD	ATD02 BOND, MICHAEL J MOTION & AFFDVT FOR ORD OF DEFAULT	02-09-87MS	
6	02-02-87	NTMTDK	NOTE FOR MOTION DOCKET		
7	02-06-87	ANAFDF	ANSWER & AFFIRMATIVE DEFENSE		
8	02-09-87	MINUTE	CIVIL MOTIONS CAL		
9	02-18-87	\$FRJ12	FILING FEE RECEIVED - JURY 12 PRESTON THORGRIMSON ELLIS & HOLMAN	50.00	
10	02-18-87	NTTNSA	NT FOR TRIAL & STMNT OF NONARBITRA RECOVERY OF MONEY IN TRUST		
		ACTION	JURY 12		
		ACTION	5 DAYS		
11	11-06-87	NTOEX	NOTICE OF ORAL EXAM		
12	11-19-87	\$AFSR	AFFIDAVIT OF SERVICE	55.00	
13	12-04-87	NTOEX	RE-NOTICE OF NOTICE OF ORAL EXAM		
14	12-15-87	AF	AFFIDAVIT OF S D JONES		

CASE#: 86-2-26360-8 CIVIL JUDGMENT# NO JUDGE ID: 025
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-----APPEARANCE DOCKET-----

SUB#	DATE	CD/CONN	DESCRIPTION	SECONDARY	MICROFILM
15	12-15-87	MT	MOTION TO COMPEL DISCOVERY		
16	12-21-87	CR	CERTIFICATE OF SERVICE		
17	03-07-88	MT	PLTF MTN TO AMEND COMPLAINT	03-14-88MS	
18	03-07-88	NTMTDK	NOTE FOR MOTION DOCKET		
19	03-11-88	RSP	RESPONSE TO MTN TO AMEND/DEF		
20	03-14-88	ORGLA	ORDER GRANTING LEAVE TO AMEND		
21	03-14-88	AMCPT	AMENDED COMPLAINT		
-	03-14-88	PREHRG	CIVIL MOTIONS CAL		
-	03-15-88	DEPR	DEPOSITION RECEIVED OF DONALD LEE BARNETT		
22	03-17-88	SM	SUMMONS		
23	03-23-88	\$AFSR	AFFIDAVIT OF SERVICE	24.00	
24	03-31-88	\$AFSR	AFFIDAVIT OF SERVICE	39.00	
25	03-31-88	APR	APPEARANCE DEFS BARNETT ATD03 HOLLENBECK, RODNEY D		
26	04-01-88	RQACT	REQUEST FOR ASSIGN TO CIVIL TRACK I		
26.5	04-01-88	MT	MTN FOR CONSOLIDATION/PREASSIGNMT	04-08-88	
26.6	04-01-88	NTHG	NOTICE OF HEARING		
27	04-04-88	RQACT	REQUEST FOR ASSIGN TO CIVIL TRACK I		
28	04-04-88	AF	AFFIDAVIT OF SUSAN D JONES		
29	04-04-88	MM	MEMORANDUM IN SUPPORT OF CONSOLID		
30	04-04-88	LTR	LETTER		
31	04-06-88	JN	JOINDER IN MTN FOR CONSOLIDATION		
32	04-07-88	BR	BRIEF IN OPPT TO CONSOLDTN/BARNETTS		
33	04-07-88	OB	OBJECTIONS TO CONSOLDTN/BARNETTS		
33.5	04-08-88	PREHRG	CR VELMA HAYNES		
		JDG19	JUDGE GARY M LITTLE, DEPT 19		
34	04-11-88	ORCNS	ORDER CONSOLIDATING CASES & FOR PREASSIGNMENT		
35	04-29-88	AN	ANSWER/BARNETT		
36	05-13-88	ANI	ANSWER TO INTERROGATORIES		
-	09-12-88	ORACT	ORD REASSIGN CASE TO CIVIL TRACK I		
		JDG25	JUDGE JOHN RILEY, DEPT 25		
37	12-14-88	NTOEX	NOTICE OF ORAL EXAM		
38	01-06-89	PREHRG	CR VICTORIA RACCAGNO		
		JDG25	JUDGE JOHN RILEY, DEPT 25		
39	01-25-89	NTWSUB	NOTICE WITHDRAW & SUBSTITUT COUNSEL		
39.5	02-06-89	PREHRG	CR RAELENE SEMAGO		
		JDG25	JUDGE JOHN RILEY, DEPT 25		
40	04-03-89	AFSR	AFFIDAVIT OF SERVICE		
41	04-04-89	OR	ORDER/MEMORANDUN RE STATEMENT OF FACT		
42	04-14-89	AF	AFFIDAVIT D G KNIBB		
43	04-14-89	MTSMJG	MOTION FOR SUMMARY JUDGMENT PARTIAL COMMUNITY CHAPEL		
44	04-14-89	MM	MEMORANDUM COMMUNITY CHAPEL SPPT MOT DISMISS CLAIMS		
45	04-14-89	MTSMJG	MOTION FOR SUMMARY JUDGMENT 3D PART COMMUNITY CHAPEL		
46	04-14-89	MTSMJG	1:30/RILEY/DEF MTN PARTL SUMM JDGMT	04-28-89	
47	04-14-89	NTMTDK	NOTE FOR MOTION DOCKET		

11-24-91

KING COUNTY SUPERIOR COURT

PAGE 3

CASE#: 86-2-26360-8 CIVIL JUDGMENT# NO JUDGE ID: 025
TITLE: JORGENSEN VS COMMUNITY CHAPEL & BIBLE TRAINING CENTER

-----APPEARANCE DOCKET-----

SUB#	DATE	CD/CONN	DESCRIPTION	SECONDARY	MICROFILM
48	04-14-89	DCLR	DECLARATION OF GREGORY THIEL		
49	04-26-89	BR	BRIEF IN REPLY/COMMUNITY CHAPEL		
49.5	05-03-89	NTMDLF	NOTE FOR MOTION DOCKET-LATE FILING	05-03-89	
		ACTION	MTN CONT TRIAL/STAY PROCEEDINGS		
50	05-04-89	LTR	LETTER M J TATE TO R HOLLENBECK		
51	05-04-89	LTR	LETTER M J TATE TO R ROHAN		
52	05-22-89	RCP	RECEIPT/BLOCK ACCOUNT		
53	05-26-89	PORD	PROTECTIVE ORDER		
54	05-26-89	ORDSM	ORDER OF DISMISSAL VS ALL		
55	06-09-89	CRRSP	CORRESPONDENCE		

-----END COPY CASE-----

FILED
1986 DEC 17 AM 11:17

AND COUNTY
SUPERIOR COURT CLERK

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

MAUREEN JORGENSEN,

Plaintiff,

vs.

COMMUNITY CHAPEL AND BIBLE
TRAINING CENTER, a Washington
non-profit corporation,

Defendant.

) 86-2-26360 8
) No.

) S U M M O N S

TO THE DEFENDANT: COMMUNITY CHAPEL AND BIBLE TRAINING CENTER

A lawsuit has been started against you in the above-entitled court by plaintiff Maureen Jorgensen. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 20 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one in which plaintiff is entitled to what

SUMMONS - 1

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

FILED
12-17-1986
11:17 AM
KING COUNTY SUPERIOR COURT
J. JANIS NICHOLS
KING COUNTY CLERK
SEATTLE, WA.

86-2-26368-8

REG/RECEIPT #	TRAN-CODE	DOCKET-CODE
82-18822	1100	8FFRC
PAID BY: PRESTON, THORBRIMSON ET AL		
TRANSACTION AMOUNT:		872.00

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2 he asks for because you have not responded. If you serve a
3 notice of appearance on the undersigned person you are entitled
4 to notice before a default judgment may be entered.

5 You may demand that the plaintiff file this lawsuit with the
6 court. If you do so, the demand must be in writing and must be
7 served upon the person signing this summons. Within 14 days
8 after you serve the demand, the plaintiff must file this lawsuit
9 with the court, or the service on you of this summons and
10 complaint will be void.

11 If you wish to seek the advice of an attorney in this
12 matter, you should do so promptly so that your written response,
13 if any, may be served on time.

14 This summons is issued pursuant to Rule 4 of the Superior
15 Court Civil Rules of the State of Washington.

16 DATED this 17th day of December, 1986.

17
18 PRESTON, THORGRIMSON,
ELLIS & HOLMAN

19
20 By 
Susan Delanty Jones
21 Attorneys for Plaintiff

1986 DEC 17 AM 11:17

RECEIVED
SUPERIOR COURT CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FOR KING COUNTY

MAUREEN P. JORGENSEN,
 Plaintiff,
 vs.
 COMMUNITY CHAPEL AND BIBLE
 TRAINING CENTER, a Washington
 non-profit corporation,
 Defendant.

86-2-26360 8

No.

COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF

COMES NOW the plaintiff Maureen P. Jorgensen and alleges as follows:

I. PARTIES AND JURISDICTION

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

2. Defendant, Community Chapel and Bible Training Center, is a Washington non-profit corporation. Defendant operates both a church, the Community Chapel, and a college, the Community Chapel Bible College, in Seattle, Washington.

COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF - 1

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

1
2 3. The Court has jurisdiction over the subject matter of
3 this lawsuit, which concerns events that occurred wholly in the
4 State of Washington. Venue is proper in King County pursuant to
5 RCW 4.12.025.

6 II. FACTS

7 4. In the early 1970's, at the age of nineteen, plaintiff
8 suffered serious injuries in an automobile accident in the state
9 of Alaska. As a result of those injuries, plaintiff became con-
10 fined to a wheelchair and classified medically as a quadra-
11 plegic. Plaintiff filed a lawsuit against the state of Alaska
12 on account of her injuries and, in early 1975, received a
13 net amount of approximately \$730,000.

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

24 6. In approximately April of 1975, Pastor Barnett
25 persuaded plaintiff to transfer to defendant the amount of
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2 \$580,000 in the form of a loan, evidenced by a promissory note.
3 Ultimately, Pastor Barnett convinced plaintiff to transfer
4 \$100,000 as an outright gift, and to loan defendant \$480,000.
5 Plaintiff planned to retain approximately \$100,000, the remain-
6 der of the lawsuit proceeds, for the purchase of a wheelchair-
7 accessible home and vehicle.

8 7. Although plaintiff understood that the note would bear
9 interest at the rate of five percent (5%) per annum, the note,
10 as presented to plaintiff for her signature on December 1, 1975,
11 bore no interest. Plaintiff, who was not accompanied by counsel
12 at the time of signing, protested that the note should bear
13 interest. However, Pastor Barnett insisted that plaintiff had
14 a religious obligation to make an interest-free loan to the
15 church. Upon Pastor Barnett's insistence, plaintiff accepted
16 the interest-free note in the amount of \$480,000, the entire
17 remainder of the lawsuit proceeds. A copy of the note is
18 attached hereto as Exhibit 1.

19 8. The note, as executed, provided that defendant would
20 furnish a mortgage on real property in order to secure payment
21 of the loan. Nonetheless, defendant failed to provide any
22 security, nor has it ever done so.

23 9. As part of the consideration for the gift and loan,
24 Pastor Barnett assured plaintiff that defendant would provide
25 care and support to plaintiff for life, including payment of any
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2 medical expenses she might incur. Defendants failed, however,
3 to pay approximately \$10,000 in necessary medical expenses
4 incurred by plaintiff in 1985, in spite of plaintiff's request
5 that defendant live up to its promise.

6 10. In 1985, Pastor Barnett began to teach a new religious
7 doctrine to members and parishioners of defendant, known as
8 "Dancing Before the Lord". This practice has disrupted many
9 marriages and family relationships among defendant's members,
10 and has led to widespread publicity in the news media because of
11 the requirement that parishioners establish "spiritual connec-
12 tions" with members of the opposite sex other than their spouses
13 by means of slow dancing during church hours and many hours
14 spent in one another's company. As a result of this doctrine,
15 plaintiff's husband (now former husband) fell in love with his
16 "connection"; plaintiff's marriage was thereby broken and
17 ultimately dissolved. In view of the destruction of her
18 marriage by this new practice and plaintiff's conviction that
19 the new teaching was non-Biblical, plaintiff could no longer
20 remain an adherent. In December of 1985, therefore, plaintiff
21 severed her ties with the Church.

22 III. CLAIMS FOR RELIEF

23 Constructive Trust

24 11. Plaintiff realleges paragraphs 1 through 10 as though
25 fully set forth in this paragraph 11.

1
2 12. Defendant, through its pastor, Donald Lee Barnett,
3 occupied a confidential relationship to plaintiff at all times
4 surrounding the execution of the no-interest loan and for many
5 years thereafter. Moreover, Pastor Barnett and other church
6 employees actively participated in the preparation of the note
7 by which plaintiff transferred \$480,000 to defendant in an
8 interest-free transaction. Given plaintiff's available finan-
9 cial resources and the likelihood of a permanent reduction in
10 her earning power, the "loan" to defendant was unnaturally
11 large.

12 13. In light of the above factors and the unequal bargain-
13 ing power between plaintiff and defendant in negotiating the
14 terms of the note, defendant exerted ongoing undue influence
15 upon plaintiff.

16 14. Defendant, through Pastor Barnett, and plaintiff
17 stood in a confidential relationship to one another from at least
18 1975 until early in 1986. Pastor Barnett gained plaintiff's
19 confidence and purported to act with plaintiff's best interests
20 in mind.

21 15. In light of the undue influence exercised by Pastor
22 Barnett as a result of his confidential relationship with
23 plaintiff, defendant has been, since 1975, unjustly enriched by
24 the use of plaintiff's property while paying no interest on
25 those funds to plaintiff. Plaintiff is thus entitled to
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3 restitution in the amount of a reasonable return on the funds
4 held and invested by defendant since December 1, 1975, plus
5 return of the remaining principal amount still held by
6 defendant, which amount is believed to equal approximately
7 \$200,000. The Court should impose a constructive trust on the
8 property still held by defendant, together with interest at a
9 fair return on the principal already repaid to plaintiff.

10 Breach of Contract

11 16. Plaintiff realleges paragraphs 1 through 15 as if
12 fully set forth in this paragraph 16.

13 17. As additional consideration for the promissory note
14 executed by defendant on December 1, 1975, defendant promised
15 and agreed to pay all necessary medical expenses incurred by
16 plaintiff, who had suffered permanent and disabling injuries.
17 Defendant failed and refused, however, to pay approximately
18 \$10,000 in medical expenses incurred by plaintiff in 1985, in
19 spite of plaintiff's request that defendant honor its agreement.
20 Such failure constitutes a material breach of the parties'
21 agreement and a failure of consideration. As a result of
22 defendant's breach, plaintiff has suffered damages and is
23 entitled to rescind the parties' agreement and to recover funds
24 still held by defendant.

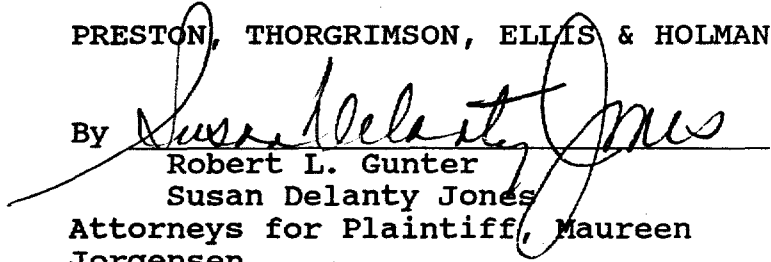
25 WHEREFORE, plaintiff seeks the following relief:
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1. That the Court impose a constructive trust for the benefit of plaintiff on the loan proceeds still in the hands of defendant;
2. That the Court order payment of a reasonable rate of return on the principal amount loaned to defendant on December 1, 1975;
3. That the Court award plaintiff her attorneys' fees and costs of suit; and
4. That the Court award such other relief as it deems equitable.

DATED this 17th day of December, 1986.

PRESTON, THORGRIMSON, ELLIS & HOLMAN

By 
Robert L. Gunter
Susan Delanty Jones
Attorneys for Plaintiff, Maureen Jorgensen

Re: Pangburn

PROMISSORY NOTE

Seattle, Washington, December 1, 1975

\$480,000

For value received, COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, a Washington nonprofit corporation, promises to pay to MAUREEN PANGBURN, at such address within King County, state of Washington, as she so informs the maker hereof in writing, the sum of Four Hundred Eighty Thousand Dollars (\$480,000), without interest, payable as follows:

\$2,000 on or before January 1, 1975 and
\$2,000 on or before the first day of each
then succeeding calendar month until the
entire balance is paid in full.

In the event the payee, Maureen Pangburn, dies before this note is paid in full, and payee is a tax exempt organization meeting the requirements of Sections 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1954 as amended, the outstanding balance due at her date of death shall automatically be canceled and the amount then owing shall be an irrevocable gift to the payee.

This note is secured by a mortgage of even date on real property owned by maker.

COMMUNITY CHAPEL AND BIBLE
TRAINING CENTER, a Washington
non-profit corporation

By *E. Scott Hartley* Bus Mgr.
E. Scott Hartley Member of Board

I, DENNIS PANGBURN, husband of Maureen Pangburn, the payee of the promissory note above, acknowledge and declare that the \$480,000 loaned by Maureen Pangburn to Community Chapel and Bible Training Center, as reflected by the promissory note, constitutes her own separate property, such money being a portion of recovery in litigation received by her involving injuries previously sustained by her. I further acknowledge that I have read the terms of the promissory note and mortgage and am in full concurrence with all the provisions set forth therein.

DATED this 1st day of December, 1975.

Dennis Pangburn
Dennis Pangburn, husband of
Maureen Pangburn

EXHIBIT 1

MAUREEN JORGENSEN

AFFIDAVIT OF SERVICE OF

COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, a Washington non-profit corporation

FILED
DEC 18 PM 2:41
KING COUNTY SUPERIOR COURT
SEATTLE

Plaintiff
Defendant
Garnishee Defendant

SUMMONS & COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

State of Washington
County of King

ss.

The writ served was accompanied by four answer forms and three postage prepaid envelopes which were pre-addressed to the Clerk of the Court, to the Plaintiff or his attorney, and to the Defendant, and cash or check payable to the garnishee, to the amount of Ten Dollars.

A copy of the summons served is attached hereto

The undersigned, being first duly sworn, on oath deposes and says: That he is now and at all times herein mentioned was a citizen of the United States and resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above entitled action and competent to be a witness therein.

That on 12/17/86 at 4:20p M., at 18635 8th Ave. So., Seattle

King County, Washington, affiant duly served the above-described documents in the above-entitled matter upon

COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, A WASHINGTON NON-PROFIT CORPORATION

by then and there personally delivering a true and correct copy thereof to and leaving same with

WAYNE SNOWEY, OPERATIONS MANAGER

RESIDENCE SERVICE

That at the time and place set forth above affiant duly served the above described documents in the above-entitled matter upon

by then and there, at the residence and usual place of abode of said person(s), personally delivering true and correct copy(ies) thereof to and leaving the same with

being a person of suitable age and discretion then resident therein.

Affiant further states that he is informed and believes, and therefore alleges, that neither of said defendants is in the military service of the United States.

 TRIPS @ MILES

Subscribed and Sworn to before me 12/18/86

[Signature]
H. MIRANTE sk

SERVICE ATTEMPTED AT:

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at SEATTLE

Service Fees 6.00 Travel 32.00 Return Fee 5.00 Cert. Mail Total \$ 43.00

[Handwritten mark]

RECEIVED
 In King County Superior Court
 DEC 17 1986
 Superior Court Clerk

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

MAUREEN JORGENSEN,)
)
 Plaintiff,)
)
 vs.)
)
 COMMUNITY CHAPEL AND BIBLE)
 TRAINING CENTER, a Washington)
 non-profit corporation,)
)
 Defendant.)

No. 86-2-26360 8

S U M M O N S

TO THE DEFENDANT: COMMUNITY CHAPEL AND BIBLE TRAINING CENTER

A lawsuit has been started against you in the above-entitled court by plaintiff Maureen Jorgensen. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 20 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one in which plaintiff is entitled to what

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2 he asks for because you have not responded. If you serve a
3 notice of appearance on the undersigned person you are entitled
4 to notice before a default judgment may be entered.

5 You may demand that the plaintiff file this lawsuit with the
6 court. If you do so, the demand must be in writing and must be
7 served upon the person signing this summons. Within 14 days
8 after you serve the demand, the plaintiff must file this lawsuit
9 with the court, or the service on you of this summons and
10 complaint will be void.

11 If you wish to seek the advice of an attorney in this
12 matter, you should do so promptly so that your written response,
13 if any, may be served on time.

14 This summons is issued pursuant to Rule 4 of the Superior
15 Court Civil Rules of the State of Washington.

16 DATED this 17th day of December, 1986.

17
18 PRESTON, THORGRIMSON,
ELLIS & HOLMAN

19
20 By 
Susan Delanty Jones
21 Attorneys for Plaintiff

STATE OF WASHINGTON
COUNTY OF KING

AFFIDAVIT
OF MAILING

The undersigned, being first duly sworn, on oath, states: That on this day 1987 sent deposited in the mails of the United States 11:11 AM America a properly stamped and addressed 11:11 AM directed to the attorneys of record of Robert L. Gunter and Susan Delanty Jones containing a copy of the documents to which this affidavit is attached.

Burda L. Lohde
FILED

Signed and sworn to before me this 1987
day of December 22 at Seattle

Diane M. Howe
Notary Public in and for the State
of Washington



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

MAUREEN P. JORGENSEN,
Plaintiff,

vs.

COMMUNITY CHAPEL AND BIBLE TRAINING
CENTER, a Washington non-profit
corporation,
Defendant.

NO. 86-2-26360-8

NOTICE OF APPEARANCE

To the Plaintiff above named, and

To Robert L. Gunter and Susan Delanty Jones

Attorney(s) of Record

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that
COMMUNITY CHAPEL AND BIBLE TRAINING CENTER

hereby appears in the above entitled cause by the undersigned
attorney(s) and request that all further papers and pleadings
herein, except original process, be served upon the undersigned
attorney(s) at the address below stated.

R E Lageschulte

ROGER E. LAGESCHULTE
Attorney for Defendant

NOTICE OF APPEARANCE

MOREN LAGESCHULTE & CORNELL P.S.
ATTORNEYS AT LAW
ROOSEVELT-MENHURST BUILDING
1132C ROOSEVELT WAY N.E.
SEATTLE WASHINGTON 98108
(206) 369-9900

Civil Motions Calendar
February 9, 1987

9:30 a.m.

'87 FEB '2 PM 4.17

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

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

MAUREEN P. JORGENSEN,)
)
 Plaintiff,)
)
 vs.)
)
 COMMUNITY CHAPEL AND BIBLE)
 TRAINING CENTER, a Washington)
 non-profit corporation,)
)
 Defendant.)

No. 86-2-26360-8

PLAINTIFF'S MOTION
AND AFFIDAVIT FOR
ORDER OF DEFAULT

1. Relief Requested. Plaintiff, Maureen P. Jorgensen ("Jorgensen"), by and through her undersigned counsel, moves this Court for an order declaring defendant, Community Chapel and Bible Training Center ("Community Chapel"), to be in default.

2. Statement of Facts. This is an action to recover money held in a constructive trust for the benefit of the plaintiff. Venue is based on RCW 4.12.026. The defendant was duly and regularly served in person with the summons and complaint in this action more than twenty days ago and since then has failed to answer the plaintiff's complaint. The time

PLAINTIFF'S MOTION AND AFFIDAVIT
FOR ORDER OF DEFAULT - 1

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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provided by law for responding has expired and defendant is now in default.

3. Statement of Issues. Whether defendant is in default.

4. Evidence Relied Upon. This motion is based upon the subjoined affidavit and upon the affidavit of service on file with this Court, a copy of which is attached to the affidavit of Susan Delanty Jones filed herewith.

5. Authority. This motion is based upon CR 55.

DATED this 2nd day of February, 1987.

PRESTON, THORGRIMSON, ELLIS & HOLMAN

By Susan Delanty Jones
Susan Delanty Jones
Attorneys for Plaintiff, Maureen P. Jorgensen

In the SUPERIOR Court for KING County State of Wash. No. 86-2-26360-8

MAUREEN JORGENSEN

AFFIDAVIT OF SERVICE OF

vs.

Plaintiff

**COMMUNITY CHAPEL AND BIBLE
TRAINING CENTER, a Washington
non-profit corporation**

Defendant

**SUMMONS & COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF**

Garnishee Defendant

State of Washington

County of King

ss.

The writ served was accompanied by four answer forms and three postage prepaid envelopes which were pre-addressed to the Clerk of the Court, to the Plaintiff or his attorney, and to the Defendant, and cash or check payable to the garnishee, to the amount of Ten Dollars.

A copy of the summons served is attached hereto

The undersigned, being first duly sworn, on oath deposes and says: That he is now and at all times herein mentioned was a citizen of the United States and resident of the State of Washington, over the age of eighteen years, no a party to or interested in the above entitled action and competent to be a witness therein.

That on 12/17/86 at 4:20p M., at 18635 8th Ave. So., Seattle

King County, Washington, affiant duly served the above-described documents in the above-entitled matter upon

COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, A WASHINGTON NON-PROFIT CORPORATION

by then and there personally delivering a true and correct copy thereof to and leaving same with

WAYNE SNOWEY, OPERATIONS MANAGER

That at the time and place set forth above affiant duly served the above described documents in the above entitled matter upon

by then and there, at the residence and usual place of abode of said person(s), personally delivering true and correct copy(ies) thereof to and leaving the same with

ORIGINAL SENT

being a person of suitable age and discretion then resident therein.

Affiant further states that he is informed and believes, and therefore alleges, that neither of said defendants is in the military service of the United States.

TRIPS @ FOLLING MILES

Subscribed and Sworn to before me 12/18/86

[Signature]
H. TRANTE sk

SERVICE ATTEMPTED AT:

[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at SEATTLE

Service Fees 6.00 Travel 32.00 Return Fee 5.00 Cert. Mail 43.00 Total \$ 43.00

RESIDENCE SERVICE

27 FEB -2 PM 3:43

FILED
37 FEB '2 PM 4:17



SUPERIOR COURT OF WASHINGTON
-COUNTY OF KING

CLERK
SEATTLE, WA.
NO. 86-2-26360-8

MAUREEN P. JORGENSEN,

Plaintiff,

v.

COMMUNITY CHAPEL AND BIBLE TRAINING
CENTER,

Defendant.

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

TO: THE CLERK OF THE COURT; and to all parties named below:

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 Civil Motion Calendar.

DATE OF HEARING: Monday / February 9, 1987
(Day of Week) (Calendar Date)

TIME OF HEARING: 9:30 a.m.

PLACE OF HEARING: King Co. Courthouse

NATURE OF MOTION: Motion for Order of Default

DATED: February 2, 1987

Susan Delanty Jones
Typed Name: Susan Delanty Jones

OF: Preston, Thorgrimson, Ellis & Holman

Attorney For: Plaintiff

OTHER PARTIES REQUIRING NOTICE:

Phone: 623-7580

Fill In & Check Box If Backside Is Used []

Name: Michael J. Bond

Name:

Address: Lee, Smart, Cook, et al.

Address:

800 Washington Building
1325 Fourth Avenue
Seattle, WA 98101

Phone: 624-7990

Phone:

Attorney For: Defendant

Attorney For:

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
8400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7580

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NOTE FOR CIVIL MOTION CALENDAR

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FEB - 6 1987

Preston, Thorgrimson, Eius & Hofman

87 FEB 6 P 4 09

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

5 MAUREEN P. JORGENSEN,

6 Plaintiff,

7 v.

8 COMMUNITY CHAPEL AND BIBLE
9 TRAINING CENTER, a Washington
non-profit corporation,

10 Defendant.

)
) NO. 86-2-26360-8
)
)

) ANSWER AND AFFIRMATIVE DEFENSES
)
)

11
12 COMES NOW defendant Community Chapel & Bible Training
13 Center, by its attorneys, and answers plaintiff's Complaint as
14 follows:

15 I. PARTIES AND JURISDICTION

- 16 1. The allegations contained in paragraph 1 are admitted.
17 2. The allegations contained in paragraph 2 are admitted.
18 3. The allegations contained in paragraph 3 are admitted.

19 II. FACTS

20 4. For answer to paragraph 4, defendant admits that in
21 the 1970's plaintiff received a personal injury settlement arising
22 out of litigation in the state of Alaska. The remaining allegations
23 are denied for lack of knowledge and information sufficient to form a
24 belief as to their truth.

25 ANSWER & AFFIRMATIVE DFSES - 1

LEE, SMART, COOK, MARTIN & PATTERSON, P.S., INC.
ATTORNEYS AT LAW
800 WASHINGTON BUILDING
1325 FOURTH AVENUE
SEATTLE, WASHINGTON 98101
(206) 624-7990

1 5. For answer to paragraph 5, defendant admits plaintiff
2 attended both defendant's church services and the Community Chapel
3 Bible College. The remaining allegations are denied.

4 6. The allegations contained in paragraph 6 are denied.

5 7. For answer to paragraph 7, defendant states that the
6 terms of the Note speak for themselves and that plaintiff had advice
7 of counsel, including a tax attorney. The remaining allegations are
8 denied.

9 8. For answer to paragraph 8, defendant states that the
10 terms of the Note speak for themselves, defendant admits the Note is
11 not secured, and defendant further states that plaintiff has not been
12 damaged as a consequence. The remaining allegations are denied.

13 9. The allegations contained in paragraph 9 are denied.

14 10. For answer to paragraph 10, defendant admits that
15 plaintiff divorced her husband and left the church. The remaining
16 allegations are denied.

17 III. CLAIMS FOR RELIEF

18 11. For answer to paragraph 11, defendant incorporates
19 herein by reference as if fully set forth its answers to paragraphs 1
20 through 10 above.

21 12. For answer to paragraph 12, defendant states that
22 plaintiff had the advice of counsel, including a tax attorney, during
23 the preparation of the Promissory Note. Defendant denies the
24 remaining allegations for lack of knowledge and information
25 sufficient to form a belief as to their truth.

1 13. The allegations contained in paragraph 13 are denied.

2 14. The allegations contained in paragraph 14 are denied
3 for lack of knowledge and information sufficient to form a belief as
4 to their truth.

5 15. The allegations contained in paragraph 15 are denied.

6 BREACH OF CONTRACT

7 16. Defendant incorporates herein by reference as if fully
8 set forth its answer to paragraphs 1 through 15 above.

9 17. The allegations contained in paragraph 17 are denied.

10 BY WAY OF FURTHER ANSWER AND AFFIRMATIVE DEFENSES defendant
11 states as follows:

12 (1) Plaintiff's claim is barred by the rules of res
13 judicata and collateral estoppel;

14 (2) Plaintiff's claim is barred by the statute of frauds;

15 (3) Plaintiff's claim is barred by the applicable statute
16 of limitations;

17 (4) Plaintiff's claim is barred by laches, waiver or
18 estoppel;

19 (5) Plaintiff who seeks equity has not done equity.

20 WHEREFORE, having answered plaintiff's Complaint, defendant
21 prays for judgment as follows:

22 (1) That the Complaint be dismissed with prejudice,
23 plaintiff taking nothing thereby;

24 (2) That the defendant be awarded its costs and attorney's
25 fees incurred herein;

1 (3) For such other and further relief as the court deems
2 just and proper.

3 DATED this 5 day of February, 1987.

4 LEE, SMART, COOK, MARTIN &
5 PATTERSON, P.S., INC.

6 By Michael J. Bond
7 MICHAEL J. BOND
8 of Attorneys for Defendant
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25 ANSWER & AFFIRMATIVE DFSES - 4

LEE, SMART, COOK, MARTIN & PATTERSON, P.S., INC.
ATTORNEYS AT LAW
800 WASHINGTON BUILDING
1325 FOURTH AVENUE
SEATTLE, WASHINGTON 98101
(206) 624-7990

SUB # 8

Not Available at
Time of Filming

See Computer Index
for Possible
Additional
Information

PGBRN003

STATE OF WASHINGTON }
COUNTY OF KING } SS.

The undersigned being first duly sworn, on oath states:
That on this day, affiant deposited in the mails of the United
States of America a properly stamped and addressed envelope
directed to the attorneys of record of Maureen P. Jorgensen defendant,
containing a copy of the document to which this affidavit
is attached.

FILED
1987 FEB 18 PM 4:05
SUPERIOR COURT
COUNTY OF KING

Catherine J. Windroth

Subscribed and Sworn to before me this 18th day of _____

February, 1987, by Catherine J. Windroth

Shirley B. Ammons
Notary Public in and for the State of Washington
My Commission Expires: 10-10-89

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

MAUREEN P. JORGENSEN,

Plaintiff,

vs.

COMMUNITY CHAPEL AND BIBLE
TRAINING CENTER, a Washington
non-profit corporation,

Defendant.

No. 86-2-26360-8

DEMAND FOR A
JURY OF TWELVE

COMES NOW the plaintiff, Maureen P. Jorgensen, f/k/a
Maureen Pangburn, by and through her counsel of record, and
elects to try the above-entitled action before a jury of twelve
persons, and herewith deposits into the Registry of the Court
the appropriate jury fee of \$50.00.

DATED this 17th day of February, 1987.

PRESTON, THORGRIMSON, ELLIS & HOLMAN

By Susan Delanty Jones
Susan Delanty Jones
Attorneys for Plaintiff, Maureen P.
Jorgensen

DEMAND FOR A JURY OF TWELVE - 1

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

FILED
02-18-1987
4:06 P.M.
KING COUNTY SUPERIOR COURT
M. JANICE MICHELS
KING COUNTY CLERK
SEATTLE, WA.

86-2-26360-3

REG/RECEIPT #	TRAN-CODE	DOCKET-CODE
02-06149	1148	SFRJ12
PAID BY: PRESTON, THORGRIMSON, ELLIS H		
TRANSACTION AMOUNT:		\$50.00

- FILED -
'87 FEB 16 PM 4 21

STATE OF WASHINGTON
COUNTY OF KING
The undersigned being first duly sworn, on oath states that on this day of February 1987, she did send a tele-typed envelope directed to the attention of the undersigned defendant containing a copy of the document to which this affidavit is attached.

Catherine J. Windro

Subscribed and sworn to before me this 18th day of February, 1987, by Catherine J. Windro

Shirley R. Johnson
Notary Public in and for the State of Washington
My Commission Expires: 10-10-89

NO. 86-2-26360-8



**SUPERIOR COURT OF WASHINGTON
COUNTY OF KING**

MAUREEN P. JORGENSEN,

Plaintiff,

v.

COMMUNITY CHAPEL AND BIBLE TRAINING
CENTER,

Defendant.

**STATEMENT OF ARBITRABILITY
AND NOTE FOR TRIAL SETTING
(Clerk's Action Required)**

TO: The Clerk of the Court and to all Lawyers listed on reverse side:

I. STATEMENT OF ARBITRABILITY [LMAR 2.1(a)]

1.1 [] This case is subject to arbitration because the sole relief sought is a money judgment, and it involves no claim in excess of \$25,000.00 exclusive of lawyer's fees, interest and costs. [MAR 1.2]

1.2 [] The undersigned contends that its claim exceeds \$25,000.00, but for purposes of arbitration waives any claim in excess of \$25,000.00.

1.3 [X] This case is NOT subject to mandatory arbitration because:

- (a) [X] Plaintiff's claim exceeds \$25,000.00.
- (b) [] Plaintiff seeks relief other than a money judgment.
- (c) [] Defendant's counter or cross claim exceeds \$25,000.00.
- (d) [] Defendant's counter or cross claim seeks relief other than a money judgment.
- (e) [] Case is an appeal from a lower court.

II. NOTE FOR CIVIL TRIAL DOCKET [LR 40]

(Case will not be set for trial unless Statement is filled in above.)

2.1 Nature of Case: Recovery of money held in constructive trust.

2.2 Estimated Length of Trial in Hours: _____ Days: Five

2.3 **Readiness:** The undersigned lawyer certifies this case to be at issue in that all pleadings are on file and no affirmative pleadings are unanswered.

DATED: February 13, 1987

Signed *Susan Delanty Jones*
W.S.B.A.# 09529

Important: Type Names and Addresses of all other Lawyers on reverse side.

Typed Name Susan Delanty Jones
Lawyer for Plaintiff Jorgensen

Serve all parties; file with CALENDAR CONTROL, E-609, King County Courthouse, MA1(7/85)

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
2400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 423-7380

AEES
8/85

STATEMENT OF ARBITRABILITY & NOTE
SCOMIS: NTTSA\NTTSA

FOR DEFENDANT:

Michael J. Bond, Esq.
Lee, Smart, Cook, Martin & Patterson, P.S., Inc.
800 Washington Building
1325 Fourth Avenue
Seattle, Washington 98101

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

MAUREEN P. JORGENSEN,)	
	)	No. 86-2-26360-8
Plaintiff,)	
)	
vs.	)	NOTICE OF DEPOSITION
	)	UPON ORAL EXAMINATION
COMMUNITY CHAPEL AND BIBLE	)	PURSUANT TO CR 30(b)(6)
TRAINING CENTER, a Washington)	
non-profit corporation,)	
)	
Defendant.)	

TO: The Community Chapel and Bible Training Center,
defendant;

AND TO: Michael J. Bond, of Lee, Smart, Cook, et al.,
its attorneys.

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the testimony of The Community Chapel and Bible Training Center ("Community Chapel") will be taken upon oral examination at the instance and request of Maureen P. Jorgensen ("Jorgensen"), plaintiff in the above-entitled action, before a Notary Public at 5400 Columbia Seafirst Center, 701 Fifth Avenue, Seattle, Washington 98104, on Wednesday, December 9, 1987, at 9:30 o'clock a.m., the said oral examination to be subject to

NOTICE OF DEPOSITION PURSUANT
TO CR 30(b)(6) - 1

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

1 continuance or adjournment from time to time or place to place
2 until completed, and to be taken on the ground and for the
3 reason the said witness will give evidence material to the
4 establishment of the plaintiff's case.

5 Pursuant to Civil Rule 30(b)(6), Community Chapel shall
6 designate one or more partners or managing agents or other
7 persons to testify for the purpose of obtaining evidence relat-
8 ing to the matters alleged in plaintiff's complaint.

9 Pursuant to Rule 34 and the other Civil Rules for Superior
10 Court, Jorgensen requests Community Chapel to produce and permit
11 Jorgensen, or someone acting on her behalf, to inspect and copy
12 the documents described in Plaintiff's First Request for Produc-
13 tion of Documents served herewith. The requested documents are
14 also specifically described in "Exhibit A" attached hereto and
15 incorporated herein by this reference.

16 The documents should be produced for inspection and copying
17 at 5400 Columbia Seafirst Center, 701 Fifth Avenue, Seattle,
18 Washington 98104 within twenty (20) days of service of this
19 Notice. If you contend any of the requested documents should
20 not be produced, please provide, in writing, to the undersigned
21 no later than twenty (20) days from the date of service of this
22 request, the following information with respect to each such
23 document:

- 24 1. Date;
25 2. Author;

26

NOTICE OF DEPOSITION PURSUANT
TO CR 30(b)(6) - 2

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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- 3. Subject matter;
- 4. All recipients of the document; and
- 5. The reason for not producing the document.

DATED this 4th day of November, 1987.

PRESTON, THORGRIMSON, ELLIS & HOLMAN

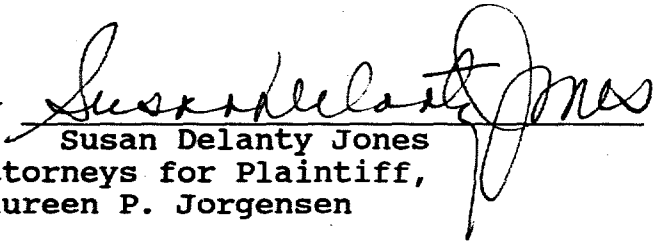
By 
Susan Delanty Jones
Attorneys for Plaintiff,
Maureen P. Jorgensen

EXHIBIT "A" TO NOTICE OF DEPOSITION
AND REQUEST FOR PRODUCTION OF DOCUMENTS

All documents which relate or refer to:

1. All copies of the promissory note dated December 1, 1975, signed by Community Chapel and Bible Training Center in favor of Maureen Pangburn, including all prior drafts thereof.
2. All documents relating to the note, from the years 1972 through 1985.
3. All documents between any persons acting on behalf of the Chapel and plaintiff with respect to plaintiff's 1975 gift or loan of \$480,000 to the Chapel.
4. All documents between the Chapel and plaintiff with respect to plaintiff's requests for assistance with medical and other expenses during the years 1972 through 1985.
5. All minutes of elders' meetings or other meetings of church leadership at which plaintiff's gifts or loans to the Chapel, or the Pangburns' debts to the Chapel, were discussed.
6. All documents with respect to meetings between Donald Barnett and/or Barbara Barnett and plaintiff with respect to her relationship, courtship, or marriage with Dennis Pangburn, from 1974 through 1985.
7. All documents between Donald Barnett and plaintiff with respect to the house which was built for Maureen and Dennis Pangburn in Normandy Park in 1975; and all documents relating to Donald Barnett's dealings with architects, engineers, building contractors, or others working on that house.
8. All documents relating to the acquisition by the Chapel from the Catholic Archbishop of Seattle of that parcel of real property commonly known as Gethsemane Cemetery in January, 1976.
9. All documents regarding financial matters between the Chapel and Maureen and Dennis Pangburn to the extent not identified in Nos. 2 through 8 above.

NOTICE OF DEPOSITION PURSUANT
TO CR 30(b)(6) - 4

- 1 10. All documents relating to the litigation between
2 plaintiff and the Alaska Highway Department.
- 3 11. All bank records from January 1, 1976 to the present
4 relating to the corporate agency account between
5 Seattle-First National Bank and the Chapel dated Decem-
6 ber 3, 1975 and signed by L. E. Seibold and E. Scott
7 Hartley under Trust No. 001-20-162930; and all other
8 bank records relating to plaintiff's 1975 gift or loan
9 of \$480,000 to the Chapel.
- 10 12. All documents of whatever kind relating to the Chapel's
11 investment of funds from plaintiff's 1975 gift or the
12 loan of \$480,000 to the Chapel.
- 13 13. The Articles of Incorporation and bylaws of the Commu-
14 nity Chapel and Bible Training Center and all documents
15 relating thereto, including, without limitation,
16 documents relating to church governance.
- 17 14. All organizational charts showing pastors, elders,
18 officers, Bible School officials and other management
19 hierarchy of the Chapel for the years 1972 to the
20 present.
- 21 15. All documents, whether published or unpublished,
22 relating to the history of the Chapel since its
23 inception.
- 24 16. All complaints filed against the Chapel in court
25 proceedings since 1972.
- 26 17. All documents relating to one-time gift or no-interest
loans made by parishioners to the Chapel in amounts
exceeding \$5,000.00, from 1972 to the present.
18. All insurance policies and related documents, including
without limitation endorsements, riders, and amend-
ments, identified in Plaintiff's First Interrogatories
to Defendant served herewith.
19. All documents relating to the doctrine or dogma of the
Chapel that one's money should be contributed to the
Chapel and sacrificed for the "Lord's work".
20. All documents relating to the doctrine or dogma of
"disfellowshipping".

NOTICE OF DEPOSITION PURSUANT
TO CR 30(b)(6) - 5

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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- 21. All documents relating to the doctrine or dogma that Chapel members must submit to the authority of the pastor.
- 22. All documents relating to the doctrine or dogma that wives must submit to the authority of their husbands.
- 23. All documents relating to the doctrine or dogma of "spiritual connections".

AFFIDAVIT OF SERVICE OF

MAUREEN P. JORGENSEN

vs. Plaintiff

COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, A WASHINGTON ON PROFIT CORPORATION

Defendant

Garnishee Defendant

SUBPOENA FOR DEPOSITION UPON ORAL EXAMINATION, DEPO: 12/9/87 at 9:30 A. M.

State of Washington

County of King

ss.

The writ served was accompanied by four answer forms and three postage prepaid envelopes which were pre-addressed to the Clerk of the Court, to the Plaintiff or his attorney, and to the Defendant, and cash or check payable to the garnishee, to the amount of Ten Dollars.

A copy of the summons served is attached hereto

The undersigned, being first duly sworn, on oath deposes and says: That he is now and at all times here mentioned was a citizen of the United States and resident of the State of Washington, over the age of eighteen years, and a party to or interested in the above entitled action and competent to be a witness therein.

That on 11/17/87 at 7:45P M., at 416 S.W. 192nd., Seattle

King County, Washington, affiant duly served the above-described documents in the above-entitled matter upon

Donald Lee Barnett

by then and there personally delivering a true and correct copy thereof to and leaving same with

Donald Lee Barnett

That at the time and place set forth above affiant duly served the above described documents in the above entitled matter upon

by then and there, at the residence and usual place of abode of said person(s), personally delivering true and correct copy(ies) thereof to and leaving the same with

being a person of suitable age and discretion then resident therein.

Affiant further states that he is informed and believes, and therefore alleges, that neither of said defendants is in the military service of the United States.

TRIPS @ MILES

Subscribed and Sworn to before me 11/19/87

R. Davis rjh

SERVICE ATTEMPTED AT:

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

Service Fees 6.00 Travel 44.00 Return Fee 5.00 Cert. Mail Total \$ 55.00

12

STATE OF WASHINGTON
COUNTY OF... KING ... SS.

The undersigned being first duly sworn, on oath states:
That on this day, affiant deposited in the mails of the United
States of America a properly stamped and addressed
envelope directed to the attorney's office of Plaintiff/Defen-
dant, containing a copy of the document to which this affidavit
is attached.

Catherine J. Woodcock

Subscribed and Sworn to before me this 4th day of

December, 19 87, by *Catherine J. Woodcock*

Elma Susan Post
Notary Public in and for the State of Washington
My Comm. Expires 11/26/88

FILED
1987 DEC 23
KING COUNTY
SUPERIOR COURT

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

MAUREEN P. JORGENSEN,)
)
 Plaintiff,)
)
 vs.)
)
 COMMUNITY CHAPEL AND BIBLE)
 TRAINING CENTER, a Washington)
 non-profit corporation,)
)
 Defendant.)

No. 86-2-26360-8

RE-NOTICE OF DEPOSITION
UPON ORAL EXAMINATION
OF DONALD L. BARNETT

TO: Community Chapel and Bible Training Center;
AND TO: Michael J. Bond, its attorney.

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the
testimony of Donald L. Barnett will be taken upon oral examina-
tion before a Notary Public at the offices of Preston, Thor-
grimson, Ellis & Holman, 5400 Columbia Seafirst Center, 701
Fifth Avenue, Seattle, Washington 98104, on Wednesday, December
23, 1987, commencing at the hour of 9:30 o'clock a.m. on said
day, the said oral examination to be subject to continuance or
adjournment from time to time or place to place until completed,
and to be taken on the ground and for the reason the said

RE-NOTICE OF DEPOSITION UPON
ORAL EXAMINATION - 1

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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witness will give evidence material to the establishment of the plaintiff's case.

DATED this 4th day of December, 1987.

PRESTON, THORGRIMSON, ELLIS & HOLMAN

By *Susan Delanty Jones*
Susan Delanty Jones
Attorneys for Plaintiff, Maureen P. Jorgensen

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

MAUREEN P. JORGENSEN,)
)
 Plaintiff,)
)
 vs.)
)
 COMMUNITY CHAPEL AND BIBLE)
 TRAINING CENTER, a)
 Washington nonprofit)
 corporation,)
)
 Defendant.)

No. 86-2-26360-8

AFFIDAVIT OF SUSAN DELANTY
JONES IN SUPPORT OF MOTION
TO COMPEL AND RULE 37(e)
CERTIFICATION

STATE OF WASHINGTON)
) :ss
 COUNTY OF KING)

SUSAN DELANTY JONES, being first duly sworn, on oath
deposes and says:

1. I am one of the attorneys for plaintiff, Maureen P.
Jorgensen, and make this affidavit on my own personal knowledge
in support of plaintiff's Motion to Compel Discovery and for
terms.

2. On November 6, 1987, this office served on defendant
Plaintiff's First Request for Production of Documents to
Defendant. Responses were due on November 26, 1987.

AFFIDAVIT OF SUSAN
DELANTY JONES

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3. On November 19, 1987, Mr. Bond, counsel for defendant, telephoned me and requested an extension of time in which to answer until December 4, 1987. We agreed on that date, and Mr. Bond confirmed that agreement by letter, a copy of which is attached as Exhibit 1.

4. On December 4, 1987, we were served with defendant's responses and objections to Plaintiff's Requests for Production, but no documents accompanied the request. A copy of defendant's responses are attached hereto as Exhibit 2.

5. On December 11, 1987, having still received no documents, I telephoned Mr. Bond to request the documents and to discuss his objections. He did not return my call. Therefore, late that same day, I sent a letter (copy attached as Exhibit 3) to Mr. Bond requesting that he contact me regarding this matter by Monday, December 14, 1987. Because we have scheduled a deposition of the senior pastor of defendant on December 23, 1987, we needed to review the documents and otherwise resolve our discovery disputes by that date. Therefore, I told him we would note a Motion to Compel if we did not hear from him on Monday, December 14, 1987.

6. I did not hear by letter or telephone from Mr. Bond on December 14, 1987. Moreover, Mr. Bond never called or otherwise communicated with me to discuss defendant's request for a protective order as to certain documents. See Exhibit 1.

AFFIDAVIT OF SUSAN
DELANTY JONES

-2-

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

1 7. Defendants have objected to Requests for Production
2 Nos. 13, 14, 15, and 17 as "not reasonably calculated to lead to
3 the discovery of admissible evidence." In fact, however, a
4 central element of plaintiff's case is that she was unduly
5 influenced by the church pastor to make a no-interest loan in
6 the amount of \$480,000.00, together with a gift of \$100,000.00,
7 to defendant church in the mid-1970's. To the extent the Chapel
8 will interpose the defense that any influence was part of the
9 Church's religious teaching, plaintiff is entitled to know the
10 content of those teachings, and the court should so order.

11 8. Defendant has also objected to Interrogatories No. 20
12 and 23, as not "being reasonably calculated to lead to the
13 discovery of admissible evidence." One of plaintiff's claims,
14 however, is a breach of contract arising out of the Church's
15 promise to "take care of all of her needs" for the rest of her
16 life, in exchange for the gift and no-interest loan. In fact,
17 the Church's doctrines of "disfellowshipping", the subject of
18 Request for Production No. 20, and of "spiritual connections,"
19 the subject of Request for Production No. 23, are relevant to
20 the issue of the Church's breach of its commitment to provide
21 support for the plaintiff in exchange for virtually all of the
22 money which plaintiff had received as damages for grievous
23 injuries suffered in an automobile accident in 1970. The court
24 is, therefore, requested to order production pursuant to Request
25 for Production Nos. 20 and 23.
26

AFFIDAVIT OF SUSAN
DELANTY JONES

-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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9. Defendant has also objected to Request for Production No. 16, which requests copies of all complaints filed against the Chapel in court proceedings since 1972, on the grounds the request is irrelevant and not calculated to lead to the discovery of admissible evidence. Plaintiff would be willing to substitute this request for a list of all such cases by docket number. This request is relevant, however, because these matters may shed light on the pattern and practice which led the Chapel to require plaintiff to submit to the authority of the Church and to give it all the money which she had for her future care and support. The court is requested to order production of the documents requested by Request for Production No. 16.

10. The court is also requested to impose terms for the bringing of this motion in an amount reasonably estimated to be \$200.00 through the hearing on this motion.



SUSAN DELANTY JONES

SIGNED AND SWORN TO this 15th day of December, 1987, by Susan Delanty Jones.



NOTARY PUBLIC

My appointment expires: 11/20/88

AFFIDAVIT OF SUSAN
DELANTY JONES

LEE, SMART, COOK, MARTIN & PATTERSON, P.S., INC.

ATTORNEYS AT LAW

800 WASHINGTON BUILDING
1325 FOURTH AVENUE
SEATTLE, WASHINGTON 98101
(206) 624-7990
FACSIMILE (206) 624-5944

DUNCAN K. FOBES
TIMOTHY A. REID
LYNN R. MCDONALD
CREIGHTON S. HUTCHINS
DAVID W. SWAN
STEPHAN E. TODD
JOHN J. GREANEY
CORINNE F. CLARKE
AMY THOMPSON-AMIS
REBECCA S. RINGER
W. SCOTT CLEMENT
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JOHN O. POWERS
LINDA L. FOREMAN
MICHAEL J. BOND
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JEFFREY R. DOWNER
NANCY C. ELLIOTT

JOSEPH J. GANZ
GAIL M. LUNDGREN
AUGUST G. CIFELLI
THOMAS C. BIERLEIN
LINDA J. BAILEY

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NOV 23 1987

SUSAN DELANTY JONES

November 20, 1987

OF COUNSEL
NELSON T. LEE
FRED T. SMART

Susan Delanty Jones
Preston, Thorgrimson,
Ellis & Holman
5400 Columbia SeaFirst Center
Seattle, WA 98104-7011

Re: Jorgensen v. Community Chapel

Dear Ms. Jones:

This letter confirms your agreement to extend to December 4, 1987 the due date for our responses to your client's first interrogatories and requests for production of documents.

We also agreed to reschedule the deposition of the church's managing agent. I will be checking on Pastor Barnett's availability December 10, December 21, or December 23. I understand you wish to depose Pastor Barnett before deposing anybody else.

I appreciate your willingness to discuss a potential protective order governing the documents produced. Once I have a better idea of the scope of documents available, we can discuss this matter further.

Your courtesies and cooperation are appreciated.

Very truly yours,

Michael J. Bond

Michael J. Bond

MJB/yy

cc: Jack A. Hicks

Ex. 1

RECEIVED

DEC 3 - 1987

Preston, Thorgrimson, Ellis & Holman

RECEIVED

DEC -4 1987

Preston, Thorgrimson, Ellis & Holman

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

MAUREEN P. JORGENSEN,)
)
Plaintiff,)
)
vs.)
)
COMMUNITY CHAPEL AND BIBLE)
TRAINING CENTER, a Washington)
non-profit corporation,)
)
Defendant.)

No. 86-2-26360-8

PLAINTIFF'S FIRST
REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT
AND RESPONSES THERETO

TO: Defendant, Community Chapel and Bible Training Center;
AND TO: Michael J. Bond, its attorney.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Pursuant to Rules of Superior Court 26 and 34, you are requested to produce copies of documents described in each request made below at the offices of Preston, Thorgrimson, Ellis & Holman, 5400 Columbia Seafirst Center, 701 Fifth Avenue, Seattle, Washington 98104, within twenty (20) days after service hereof.

If a request is objected to or a privilege asserted, the information or document objected to should be identified with

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT - 1

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
5400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7550

1 such specificity as to enable a motion to compel production to
2 be brought.

3 DEFINITIONS

4 As used in these Requests for Production of Documents, the
5 following terms have the following meanings:

6 1. "You" and "your" shall refer to and include the party
7 to whom this discovery is directed, its attorneys, agents,
8 investigators, accountants, and employees.

9 2. "Person" shall include any individual, corporation,
10 partnership, association or any other entity of any kind.

11 3. "Document" shall mean any paper, agreement, note,
12 book, photograph, ledger, pamphlet, periodical, letter, report,
13 memorandum, notation, message, telegram, cable, record, study,
14 working paper, chart, graph, index, tape, minutes, minute book,
15 contract, lease, invoice, record of purchase or sale, correspon-
16 dence, correspondence files, transcriptions or tapings of tele-
17 phone or personal conversations or conferences, pleading, or any
18 and all other written, printed, typed, taped, filmed, or graphic
19 matter, however produced or reproduced, now or at any time in
20 your possession or control.

21 Without limitation of the term "control" as used in the
22 preceding sentence, a document is deemed to be in your control
23 if you have the right to secure the document or a copy thereof
24 from another person or public or private entity having actual
25 possession thereof.

26
PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT - 2

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
3400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7550

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If a document is responsive to a request for identification and is in your control, but is not in your possession or custody, identify the person with possession or custody. If any document was but no longer is in your possession or subject to your control, state what disposition was made of it, by whom, and the date or dates or approximate date or dates on which such disposition was made and why.

4. "Note" shall mean that promissory note dated December 1, 1975, between Community Chapel and Bible Training Center and Maureen Pangburn, attached as Exhibit 1 to the Complaint in this action.

5. "Chapel" shall mean the Community Chapel and Bible Training Center, or its predecessors and successors, from 1972 to the present.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Produce all copies of the promissory note dated December 1, 1975, signed by Community Chapel and Bible Training Center in favor of Maureen Pangburn, including all prior drafts thereof.

RESPONSE:

What we have will be produced.

REQUEST FOR PRODUCTION NO. 2: Produce all documents relating to the note, from the years 1972 through 1985.

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT - 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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RESPONSE:

Objection. This request is overly broad and appears to call for the production of documents which may be protected by attorney-client privilege or work product. If any other documents exist, they will be produced.

REQUEST FOR PRODUCTION NO. 3: Produce all documents

between any persons acting on behalf of the Chapel and plaintiff with respect to plaintiff's 1975 gift or loan of \$480,000 to the Chapel.

RESPONSE:

Objection. The expression "acting on behalf of the Chapel and plaintiff" is ambiguous and subject to multiple meanings. Documents reflecting communications between counsel and client will not be produced. All other documents will be produced.

REQUEST FOR PRODUCTION NO. 4: Produce all documents

between the Chapel and plaintiff with respect to plaintiff's requests for assistance with medical and other expenses during the years 1972 through 1985.

RESPONSE:

To the extent any such documents exist, they will be produced.

REQUEST FOR PRODUCTION NO. 5: Produce all minutes of

elders' meetings or other meetings of church leadership at which plaintiff's gifts or loans to the Chapel, or the Pangburns' debts to the Chapel, were discussed.

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT - 4

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

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RESPONSE:

If any such documents exist, they will be produced.

REQUEST FOR PRODUCTION NO. 6: Produce all documents with respect to meetings between Donald Barnett and/or Barbara Barnett and plaintiff with respect to her relationship, courtship, or marriage with Dennis Pangburn, from 1974 through 1985.

RESPONSE:

Objection. This request is overly broad, covering a period of time which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. To the extent any documents with respect to meetings between Donald Barnett and/or Barbara Barnett and plaintiff with respect to her relationship, (CONTINUED ON PAGE 5A)

REQUEST FOR PRODUCTION NO. 7: Produce all documents between Donald Barnett and plaintiff with respect to the house which was built for Maureen and Dennis Pangburn in Normandy Park in 1975; and all documents relating to Donald Barnett's dealings with architects, engineers, building contractors, or others working on that house.

RESPONSE:

To the extent any such documents exist, they will be produced.

REQUEST FOR PRODUCTION NO. 8: Produce all documents relating to the acquisition by the Chapel from the Catholic Archbishop of Seattle of that parcel of real property commonly known as Gethsemane Cemetery in January, 1976.

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT - 5

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
3400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 823-7580

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RESPONSE TO REQUEST FOR PRODUCTION NO. 6 CONTINUED:

courtship or marriage with Dennis Panburn prior to the consummation of plaintiff's gift to the church exist, they will be produced.

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT - 5A

LEE, SMART, COOK, MARTIN & PATTERSON, P.S., INC.
ATTORNEYS AT LAW
800 WASHINGTON BUILDING
1325 FOURTH AVENUE
SEATTLE, WASHINGTON 98101
(206) 624-7990

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RESPONSE:

Objection. Documents reflecting communications between attorney and client will not be produced. To the extent any other documents exist, they will be produced.

REQUEST FOR PRODUCTION NO. 9: Produce all documents

regarding financial matters between the Chapel and Maureen and Dennis Pangburn to the extent not produced pursuant to Request Nos. 2 through 8 above.

RESPONSE:

See prior responses herein.

REQUEST FOR PRODUCTION NO. 10: Produce all documents

relating to the litigation between plaintiff and the Alaska Highway Department.

RESPONSE:

To the extent any documents exist, they will be produced.

REQUEST FOR PRODUCTION NO. 11: Produce all bank records

from January 1, 1976 to the present relating to the corporate agency account between Seattle-First National Bank and the Chapel dated December 3, 1975 and signed by L. E. Seibold and E. Scott Hartley under Trust No. 001-20-162930; and all other bank records relating to plaintiff's 1975 gift or loan of \$480,000 to the Chapel.

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT - 6

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
8400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7580

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RESPONSE:

All bank account records relating to plaintiff's 1975 gift will be produced.

REQUEST FOR PRODUCTION NO. 12: Produce all documents of

whatever kind relating to the Chapel's investment of funds from plaintiff's 1975 gift or of the loan of \$480,000 to the Chapel.

RESPONSE:

To the extent such documents exist, they will be produced.

REQUEST FOR PRODUCTION NO. 13: Produce the Articles of

Incorporation and bylaws of the Community Chapel and Bible Training Center, and all documents relating thereto, including without limitation documents relating to church governance.

RESPONSE:

Objection. This request is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 14: Produce all organizational

charts showing pastors, elders, officers, Bible School officials and other management hierarchy of the Chapel for the years 1972 to the present.

RESPONSE:

Objection. This request is overly broad, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT - 7

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
8400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 823-7580

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REQUEST FOR PRODUCTION NO. 15: Produce all documents, whether published or unpublished, relating to the history of the Chapel since its inception.

RESPONSE:

Objection. This request is overly broad, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 16: Produce copies of all complaints filed against the Chapel in court proceedings since 1972.

RESPONSE:

Objection. This request is overly broad, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 17: Produce all documents relating to one-time gifts or no-interest loans made by parishioners to the Chapel in amounts exceeding \$5,000.00, from 1972 to the present.

RESPONSE:

Objection. This request is overly broad, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 18: Produce all insurance policies and related documents, including without limitation

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT - 8

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
8400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7560

1
2 endorsements, riders and amendments, identified in Plaintiff's
3 First Interrogatories to Defendant served herewith.

4 RESPONSE:

5 Not applicable.

6
7
8 REQUEST FOR PRODUCTION NO. 19: Produce all documents
9 relating to the doctrine or dogma of the Chapel that one's money
10 should be contributed to the Chapel and sacrificed for the
11 "Lord's work".

12 RESPONSE:

13 Objection. This request is neither relevant nor reasonably
14 calculated to lead to the discovery of admissible evidence. To
15 the extent there are any such documents in existence prior to
16 the date the plaintiff's gift was executed, they will be
17 produced.

18 REQUEST FOR PRODUCTION NO. 20: Produce all documents
19 relating to the doctrine or dogma of "disfellowshipping".

20 RESPONSE:

21 Objection. This request is neither relevant nor reasonably
22 calculated to lead to the discovery of admissible evidence.

23 REQUEST FOR PRODUCTION NO. 21: Produce all documents
24 relating to the doctrine or dogma that Chapel members must
25 submit to the authority of the pastor.

26 RESPONSE:

Objection. This request is neither relevant nor reasonably
calculated to lead to the discovery of admissible evidence. To
the extent there are any such documents, in existence prior to
the date the plaintiff's gift was executed, they will be
produced.

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT - 9

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REQUEST FOR PRODUCTION NO. 22: Produce all documents relating to the doctrine or dogma that wives must submit to the authority of their husbands.

RESPONSE:

Objection. This request is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. To the extent there are any such documents, in existence prior to the date the plaintiff's gift was executed, they will be produced.

REQUEST FOR PRODUCTION NO. 23: Produce all documents relating to the doctrine or dogma of "spiritual connections".

RESPONSE:

Objection. This request is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

REQUESTS FOR PRODUCTION DATED this 5 day of November, 1987.

PRESTON, THORGRIMSON, ELLIS & HOLMAN

By Susan Delanty Jones
Susan Delanty Jones
Jane M. Faulkner
Attorneys for Plaintiff, Maureen P. Jorgensen

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT - 10

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
3400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 423-7980

~~12/28~~

SUSAN DELANTY JONES

LAW OFFICES
PRESTON, THORGRIMSON, ELLIS & HOLMAN
3400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7580

TELEX 4740035 TELECOPY (206) 623-7022

December 11, 1987

1735 NEW YORK AVE., N.W., SUITE 500
WASHINGTON, D.C. 20006
(202) 628-1700
TELEX 804088 WSH
TELECOPY (202) 331-1024

420 L STREET, SUITE 404
ANCHORAGE, ALASKA 99501
(907) 278-1989
TELECOPY (907) 278-1389

SEAFIRST FINANCIAL CENTER
SUITE 1480
SPOKANE, WASHINGTON 99201
(509) 624-2100
TELECOPY (509) 458-0148

1230 S.W. 1st AVENUE, SUITE 300
PORTLAND, OREGON 97204
(503) 225-0818
TELECOPY (503) 248-9085

Michael J. Bond, Esq.
Lee, Smart, Cook, Martin &
Patterson, P.S., Inc.
800 Washington Building
Seattle, Washington 98101

Re: Jorgensen v. Community Chapel

Dear Michael:

We received your objections and responses to Plaintiff's First Requests for Production of Documents on December 4, 1987. However, as of this date we have not received any of the documents which you indicated would be produced. I tried to contact you by telephone today to discuss your objections, but have been unable to reach you. Please contact me regarding this matter by Monday, December 14, 1987; otherwise, I shall have no choice but to note a motion to compel.

Thank you for your cooperation in this matter.

Very truly yours,

PRESTON, THORGRIMSON,
ELLIS & HOLMAN

By 
Susan Delanty Jones

SDJ:cjw

PGBRN002

LEE, SMART, COOK, MARTIN & PATTERSON, P.S., INC.

ATTORNEYS AT LAW

JOHN PATRICK COOK
DAVID L. MARTIN
NICHOLAS C. NEWMAN
MICHAEL A. PATTERSON
JOEL E. WRIGHT
STEPHEN L. HENLEY, SR.
RONALD C. GARDNER
PHILIP B. GRENNAN
GARY A. TRABOLSI
JOHN W. SCHEDLER
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DAVID W. SWAN
STEPHAN E. TODD
JOHN J. GREANEY
CORINNE F. CLARKE
AMY THOMPSON-AMIS
REBECCA S. RINGER
W. SCOTT CLEMENT
SHERRY H. ROGERS

RECEIVED

NOV 23 1987

SUSAN DELANTY JONES

November 20, 1987

OF COUNSEL
NELSON T. LEE
FRED T. SMART

JOSEPH J. GANZ
GAIL M. LUNDGREN
AUGUST G. CIFELLI
THOMAS C. BIERLEIN
LINDA J. BAILEY

Susan Delanty Jones
Preston, Thorgrimson,
Ellis & Holman
5400 Columbia SeaFirst Center
Seattle, WA 98104-7011

Re: Jorgensen v. Community Chapel

Dear Ms. Jones:

This letter confirms your agreement to extend to December 4, 1987 the due date for our responses to your client's first interrogatories and requests for production of documents.

We also agreed to reschedule the deposition of the church's managing agent. I will be checking on Pastor Barnett's availability December 10, December 21, or December 23. I understand you wish to depose Pastor Barnett before deposing anybody else.

I appreciate your willingness to discuss a potential protective order governing the documents produced. Once I have a better idea of the scope of documents available, we can discuss this matter further.

Your courtesies and cooperation are appreciated.

Very truly yours,

Michael J. Bond

Michael J. Bond

MJB/yy

cc: Jack A. Hicks

Ex. 3

RECEIVED

FEB 15 1987

3:12 MOTION
P.M.

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

MAUREEN P. JORGENSEN,)	
)	
Plaintiff,	)	No. 86-2-26360-8
)	
vs.	)	MOTION TO COMPEL
	)	DISCOVERY AND TERMS
COMMUNITY CHAPEL AND BIBLE)	
TRAINING CENTER, a)	
Washington nonprofit)	
corporation,)	
)	
Defendant.)	

Plaintiff, Maureen P. Jorgensen, through her undersigned attorneys, moves the court as follows:

1. Relief Requested:

An order compelling defendant, Community Chapel and Bible Training Center, to produce documents in response to Plaintiff's First Request for Production of Documents.

2. Facts:

This is an undue influence and breach of contract case. On November 6, 1987, plaintiff served her First Request for Production of Documents on defendant's counsel. On November 19, 1987,

MOTION TO COMPEL
DISCOVERY

15

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

1 counsel for defendant requested a one-week extension, which was
2 granted by plaintiff's attorneys. Plaintiff's attorneys
3 received responses to the Request for Production on December 4,
4 1987 as agreed, but no documents were produced at that time.
5 Moreover, counsel objected to certain requests on various
6 grounds.

7
8 On December 11, 1987, counsel for plaintiff called defense
9 counsel to request the documents which were by then a week
10 overdue and to discuss the objections raised to production of
11 certain documents. Counsel for defendant did not return the
12 call. That afternoon, December 11, 1987, plaintiff's counsel
13 sent a letter to defense counsel requesting him to contact
14 counsel by Monday, December 14, 1987, or face a Motion to Compel
15 Discovery.

16 It is now December 15, 1987, and counsel has not heard from
17 defense counsel.

18 3. Issues Presented:

19 Should the court grant a Motion to Compel, together
20 with appropriate terms?

21 4. Evidence Relied Upon:

22 This motion is based on the Affidavit and Rule 37
23 Certification of Susan Delanty Jones, with exhibits, filed
24 herewith.

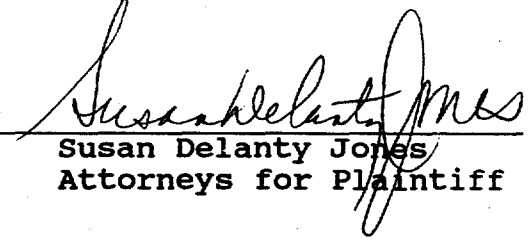
25 5. Legal Authority:

26 This motion is based on CR 37 and CR 37(e) and (f).

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2 6. This motion is accompanied by a proposed Order as
3 required by Local Civil Rule 7(b)(2)(D)(vi).

4 DATED this 15th day of December 1987.

5
6 PRESTON, THORGRIMSON,
ELLIS & HOLMAN

7
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9 By 
10 Susan Delanty Jones
11 Attorneys for Plaintiff

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MOTION TO COMPEL
DISCOVERY

The undersigned being first duly sworn, on oath states:
That on the day aforesaid deposited in the mails of the United
States of America a properly stamped and addressed
envelope directed to the attorneys or record of the said defen-
dant, containing a copy of the documents to which this affidavit
is attached.

Catherine J. Windroth

Subscribed and Sworn to before me this 21st day of

December 13 1987, by *Catherine J. Windroth*

Elena Susan Yost
Notary Public in and for the State of Washington
My Commission Expires 11/26/88

FILED
1987 DEC 21 PM 4:11
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE WA

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

MAUREEN P. JORGENSEN,)
)
) Plaintiff,)
)
) vs.)
)
) COMMUNITY CHAPEL AND BIBLE)
) TRAINING CENTER, a Washington)
) non-profit corporation,)
)
) Defendant.)

No. 86-2-26360-8

CERTIFICATE OF SERVICE

PETER ELLIOTT declares as follows:

I am and at all times hereinafter mentioned was a citizen
of the United States, a resident of the State of Washington,
over the age of 21 years and competent to be a witness in the
above action, and not a party thereto; that I effected the
service on the 15th day of December, 1987 by delivering to and
leaving a true copy of the following documents:

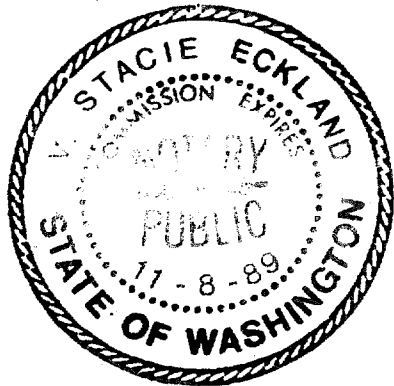
- Motion to Compel Discovery and Terms;
- Affidavit of Susan Delanty Jones in Support of Motion to
Compel and Rule 37(e) Certification; and
- Proposed Order Compelling Discovery and Assessing Terms

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at the offices of Michael Bond of Lee, Smart, Cook, Martin & Patterson, 800 Washington Building, Seattle, Washington.

Peter R. Elliott
PETER ELLIOTT

SIGNED AND SWORN TO this 17 day of December, 1987, by Peter Elliott.



Stacie Eckland
NOTARY PUBLIC

My appointment expires: 11-8-89

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CLERK OF COURT
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

Civil Motions
9:30 a.m., March 14, 1988

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

MAUREEN R. JORGENSEN,)
)
 Plaintiff,)
)
 v.)
)
 COMMUNITY CHAPEL AND BIBLE)
 TRAINING CENTER, a Washington)
 non-profit corporation and)
 DONALD LEE BARNETT and BARBARA)
 BARNETT, husband and wife, and)
 the marital community composed)
 thereof,)
)
 Defendants.)

No. 86-2-26³60-8
PLAINTIFF'S MOTION
TO AMEND COMPLAINT

COMES NOW the plaintiff Maureen P. Jorgensen and moves the court as follows:

1. Relief Requested. Plaintiff moves the court for an order granting her leave to amend her complaint for damages and equitable relief. (A copy of the proposed amended complaint is attached hereto).



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2 2. Statement of Facts. Plaintiff filed her original
3 complaint on December 17, 1986, in which she alleged that defen-
4 dant, Community Chapel and Bible Training Center ("CCBTC")
5 exerted undue influence on plaintiff and persuaded her to give
6 the chapel a gift in the amount of \$100,000 and an interest-free
7 loan in the amount of \$480,000. These monies were part of the
8 proceeds of a \$700,000 award to plaintiff from a lawsuit she
9 filed against the State of Alaska surrounding an automobile
10 accident in which she was seriously injured and became a quadri-
11 plegic. In her original complaint, plaintiff alleged claims
12 against CCBTC for constructive trust and breach of contract.

13 Plaintiff's proposed amended complaint adds Donald Barnett
14 and his spouse Barbara Barnett as parties. Donald Barnett is the
15 pastor and president of CCBTC. The proposed amended complaint
16 also adds the infliction of emotional distress as a third claim
17 for relief. This claim arises from the same facts as the
18 original claims for imposition of a constructive trust and breach
19 of contract.

20 The only discovery which has been conducted to date was
21 propounded by plaintiff and includes requests for production of
22 documents and the deposition of CCBTC's pastor, Donald Barnett.
23 Barnett's deposition which was continued because of defendant's
24 failure to fully comply with plaintiff's written discovery
25 requests. A note for trial setting was filed on February 18,
26 1987 with a jury trial date not expected until the middle of
1989.

1
2 3. Statement of Issue. Whether the court should grant
3 leave to plaintiff to amend her complaint.

4 4. Evidence Relied Upon. This motion is based upon:
5 (a) the subjoined affidavit of Susan Delanty Jones; (b) plain-
6 tiff's complaint for damages and equitable relief filed
7 December 17, 1986; (c) defendant's answer and affirmative defen-
8 ses filed February 5, 1987; (d) the statement of arbitrability
9 and note for trial setting filed February 18, 1987; (e) plain-
10 tiff's proposed first amended complaint for damages and equitable
11 relief.

12 5. Authority. The ground for this motion is Civil Rule
13 15(a). That rule provides that upon application to the court by
14 a party to amend his pleading, "leave [to amend] shall be freely
15 given when justice so requires." CR 15. Amendment of a pleading
16 is within the sound discretion of the trial court and the court's
17 leave to amend will not be overturned absent manifest abuse of
18 that discretion. Mullen v. North Pacific Bank, 25 Wn. App. 864,
19 610 P.2d 949 (1980).

20 In applying Civil Rule 15(a), the court in Caruso v. Local
21 690, 100 Wn.2d 343, 670 P.2d 240 (1983) noted that:

22 The purpose of pleadings is to "facilitate a proper
23 decision on the merits," and not to erect formal and
24 burdensome impediments to the litigation process. Rule
25 15 of the Federal Rules of Civil Procedure, from which
26 C.R. 15 was taken, "was designed to facilitate the
amendment of pleadings except where prejudice to the
opposing party would result." C.R. 15 was designed to
facilitate the same ends. (Citations omitted)

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Caruso, 100 Wn.2d at 349. The court held that even in the face of a five-year, four-month delay on the part of the movant in proposing an amendment to the pleadings, the amendment should have been allowed unless the delay would have resulted in undue hardship or prejudice to the opposing party.

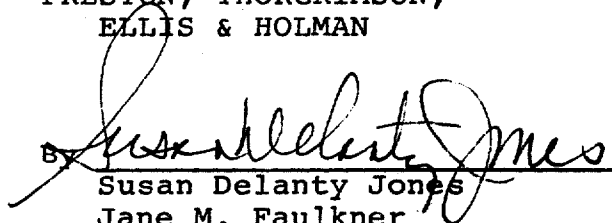
The original complaint in this case contained a lengthy recitation of facts which placed defendants CCBTC and its pastor, Donald Barnett, on notice that plaintiff had a claim for infliction of emotional distress. Since the only discovery to date has been conducted by plaintiff, and the trial date is well over a year away, neither CCBTC nor Mr. Barnett will be prejudiced in defending against the proposed claim of infliction of emotional distress.

6. Proposed Order. A proposed form of order is attached to this motion.

DATED this 7th day of March, 1988.

Respectfully submitted,

PRESTON, THORGRIMSON,
ELLIS & HOLMAN



Susan Delanty Jones
Jane M. Faulkner
Attorneys for Plaintiff,
Maureen Jorgensen

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9:30 a.m., March 14, 1988

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

MAUREEN R. JORGENSEN,)	
)	
Plaintiff,	)	No. 86-2-26860-8
)	
v.	)	AFFIDAVIT OF SUSAN
	)	DELANTY JONES IN
COMMUNITY CHAPEL AND BIBLE	)	SUPPORT OF PLAINTIFF'S
TRAINING CENTER, a Washington	)	MOTION TO AMEND
non-profit corporation and	)	COMPLAINT
DONALD LEE BARNETT and BARBARA)	
BARNETT, husband and wife, and)	
the marital community composed)	
thereof,)	
)	
Defendants.)	
)	

Susan Delanty Jones, being first duly sworn upon oath
deposes and says:

1. I am one of the attorneys for plaintiff, Maureen Jorgensen. This affidavit is based upon my personal knowledge.
2. Plaintiff's claims against the Community Chapel and Bible Training Center ("CCBTC") arise from the facts detailed in

1
2 the original complaint for damages and equitable relief in this
3 matter, which was filed on December 17, 1986. That complaint
4 asserts claims for imposition of constructive trust and breach of
5 contract against CCBTC. (See copy of complaint attached as
6 Exhibit "A".)

7 3. After defendant filed its answer and affirmative
8 defenses, we noted the case for trial on February 18, 1987.

9 4. On November 6, 1987 we noted the deposition of Donald
10 Barnett, pastor of CCBTC. On that same date we propounded
11 written discovery to defendant.

12 5. At the request of defendant's attorney, I agreed to
13 extend the due date for defendant's responses to plaintiff's
14 first interrogatories and requests for production of documents
15 until December 4, 1987. At counsel's request, I also agreed to
16 the rescheduling of Mr. Barnett's deposition until December 23,
17 1987.

18 6. Although we took one day of deposition testimony from
19 Mr. Barnett, we continued the deposition because of a number of
20 still unanswered discovery requests by the defendant. Counsel
21 agreed on record to locate and produce the requested materials.
22 On January 21, 1988, we wrote counsel, again requesting these
23 materials. (See copy of letter attached as Exhibit "B.") To
24 date, we still have not received any documents to supplement the
25 incomplete responses provided by defendant in mid-December.

26 7. Based on defendant's discovery answers and Mr.
Barnett's deposition, plaintiff proposes to file an amended

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complaint adding the claim of infliction of emotional distress and adding Donald and Barbara Barnett as defendants to this lawsuit. (See copy of proposed amended complaint, attached to motion.)

8. On February 11, 1988, we forwarded a copy of plaintiff's proposed amended complaint to the attorney for CCBTC requesting that he stipulate to the amendment. He has not responded to our request.

9. Based on the course of events in the case to date, plaintiff's motion to amend is timely and not prejudicial to any defendant. Further, both defendants Donald and Barbara Barnett have at all relevant times been on notice of the facts forming the basis for plaintiff's proposed claim of infliction of emotional distress. We therefore respectfully request the court to grant plaintiff's motion to amend her complaint as proposed.

Susan Delanty Jones
Susan Delanty Jones

SIGNED AND SWORN TO (or affirmed) before me on March 7, 1988 by Susan Delanty Jones.

(Seal)

Shirli A. Simmons
Notary Public
My appointment expires 10-10-89



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DEC 17 11:17
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

MAUREEN P. JORGENSEN,
Plaintiff,
vs.
COMMUNITY CHAPEL AND BIBLE
TRAINING CENTER, a Washington
non-profit corporation,
Defendant.

88-2-20900-8
No.

COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF

COMES NOW the plaintiff Maureen P. Jorgensen and alleges as follows:

I. PARTIES AND JURISDICTION

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

2. Defendant, Community Chapel and Bible Training Center, is a Washington non-profit corporation. Defendant operates both a church, the Community Chapel, and a college, the Community Chapel Bible College, in Seattle, Washington.

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

6 II. FACTS

7 4. In the early 1970's, at the age of nineteen, plaintiff
8 suffered serious injuries in an automobile accident in the state
9 of Alaska. As a result of those injuries, plaintiff became con-
10 fined to a wheelchair and classified medically as a quadra-
11 plegic. Plaintiff filed a lawsuit against the state of Alaska
12 on account of her injuries and, in early 1975, received a
13 net amount of approximately \$730,000.

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

24 6. In approximately April of 1975, Pastor Barnett
25 persuaded plaintiff to transfer to defendant the amount of
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2 \$580,000 in the form of a loan, evidenced by a promissory note.
3 Ultimately, Pastor Barnett convinced plaintiff to transfer
4 \$100,000 as an outright gift, and to loan defendant \$480,000.
5 Plaintiff planned to retain approximately \$100,000, the remain-
6 der of the lawsuit proceeds, for the purchase of a wheelchair-
7 accessible home and vehicle.

8 7. Although plaintiff understood that the note would bear
9 interest at the rate of five percent (5%) per annum, the note,
10 as presented to plaintiff for her signature on December 1, 1975,
11 bore no interest. Plaintiff, who was not accompanied by counsel
12 at the time of signing, protested that the note should bear
13 interest. However, Pastor Barnett insisted that plaintiff had
14 a religious obligation to make an interest-free loan to the
15 church. Upon Pastor Barnett's insistence, plaintiff accepted
16 the interest-free note in the amount of \$480,000, the entire
17 remainder of the lawsuit proceeds. A copy of the note is
18 attached hereto as Exhibit 1.

19 8. The note, as executed, provided that defendant would
20 furnish a mortgage on real property in order to secure payment
21 of the loan. Nonetheless, defendant failed to provide any
22 security, nor has it ever done so.

23 9. As part of the consideration for the gift and loan,
24 Pastor Barnett assured plaintiff that defendant would provide
25 care and support to plaintiff for life, including payment of any
26

COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF - 3

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

2 medical expenses she might incur. Defendants failed, however,
3 to pay approximately \$10,000 in necessary medical expenses
4 incurred by plaintiff in 1985, in spite of plaintiff's request
5 that defendant live up to its promise.

6 10. In 1985, Pastor Barnett began to teach a new religious
7 doctrine to members and parishioners of defendant, known as
8 "Dancing Before the Lord". This practice has disrupted many
9 marriages and family relationships among defendant's members,
10 and has led to widespread publicity in the news media because of
11 the requirement that parishioners establish "spiritual connec-
12 tions" with members of the opposite sex other than their spouses
13 by means of slow dancing during church hours and many hours
14 spent in one another's company. As a result of this doctrine,
15 plaintiff's husband (now former husband) fell in love with his
16 "connection"; plaintiff's marriage was thereby broken and
17 ultimately dissolved. In view of the destruction of her
18 marriage by this new practice and plaintiff's conviction that
19 the new teaching was non-Biblical, plaintiff could no longer
20 remain an adherent. In December of 1985, therefore, plaintiff
21 severed her ties with the Church.

22 III. CLAIMS FOR RELIEF

23 Constructive Trust

24 11. Plaintiff realleges paragraphs 1 through 10 as though
25 fully set forth in this paragraph 11.
26

COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF - 4

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
5400 COLUMBIA SEAPORT CENTER
101 FIFTH AVENUE
SEATTLE, WASHINGTON 98101
(206) 623-7500

1
2 12. Defendant, through its past, Donald Lee Barnett,
3 occupied a confidential relationship to plaintiff at all times
4 surrounding the execution of the no-interest loan and for many
5 years thereafter. Moreover, Pastor Barnett and other church
6 employees actively participated in the preparation of the note
7 by which plaintiff transferred \$480,000 to defendant in an
8 interest-free transaction. Given plaintiff's available finan-
9 cial resources and the likelihood of a permanent reduction in
10 her earning power, the "loan" to defendant was unnaturally
11 large.

12 13. In light of the above factors and the unequal bargain-
13 ing power between plaintiff and defendant in negotiating the
14 terms of the note, defendant exerted ongoing undue influence
15 upon plaintiff.

16 14. Defendant, through Pastor Barnett, and plaintiff
17 stood in a confidential relationship to one another from at least
18 1975 until early in 1986. Pastor Barnett gained plaintiff's
19 confidence and purported to act with plaintiff's best interests
20 in mind.

21 15. In light of the undue influence exercised by Pastor
22 Barnett as a result of his confidential relationship with
23 plaintiff, defendant has been, since 1975, unjustly enriched by
24 the use of plaintiff's property while paying no interest on
25 those funds to plaintiff. Plaintiff is thus entitled to
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3 restitution in the amount of a reasonable return on the funds
4 held and invested by defendant since December 1, 1975, plus
5 return of the remaining principal amount still held by
6 defendant, which amount is believed to equal approximately
7 \$200,000. The Court should impose a constructive trust on the
8 property still held by defendant, together with interest at a
9 fair return on the principal already repaid to plaintiff.

10 Breach of Contract

11 16. Plaintiff realleges paragraphs 1 through 15 as if
12 fully set forth in this paragraph 16.

13 17. As additional consideration for the promissory note
14 executed by defendant on December 1, 1975, defendant promised
15 and agreed to pay all necessary medical expenses incurred by
16 plaintiff, who had suffered permanent and disabling injuries.
17 Defendant failed and refused, however, to pay approximately
18 \$10,000 in medical expenses incurred by plaintiff in 1985, in
19 spite of plaintiff's request that defendant honor its agreement.
20 Such failure constitutes a material breach of the parties'
21 agreement and a failure of consideration. As a result of
22 defendant's breach, plaintiff has suffered damages and is
23 entitled to rescind the parties' agreement and to recover funds
24 still held by defendant.

25 WHEREFORE, plaintiff seeks the following relief:
26

COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF - 6

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
5400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-2001
(206) 623-7500

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1. That the Court impose a constructive trust for the benefit of plaintiff on the loan proceeds still in the hands of defendant;

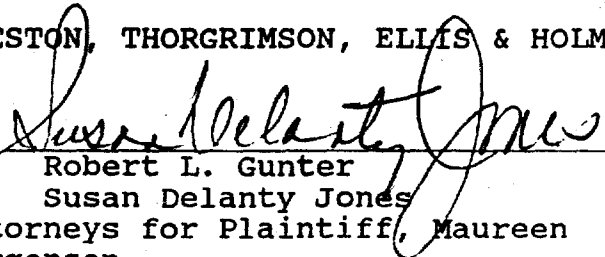
2. That the Court order payment of a reasonable rate of return on the principal amount loaned to defendant on December 1, 1975;

3. That the Court award plaintiff her attorneys' fees and costs of suit; and

4. That the Court award such other relief as it deems equitable.

DATED this 17th day of December, 1986.

PRESTON, THORGRIMSON, ELLIS & HOLMAN

By 
Robert L. Gunter
Susan Delanty Jones
Attorneys for Plaintiff, Maureen
Jorgensen

SUSAN DELANTY JONES

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

TELEX 4740035 TELECOPY (206) 623-7022

EXIST

B

1735 NEW YORK AVE., N.W., SUITE 300
WASHINGTON, D.C. 20006
(202) 628-1700
TELEX 904059 WSH
TELECOPY (202) 331-1024

420 L STREET, SUITE 404
ANCHORAGE, ALASKA 99501
(907) 278-1989
TELECOPY (907) 278-1369

SEAFIRST FINANCIAL CENTER
SUITE 1480
SPOKANE, WASHINGTON 99201
(509) 824-2100
TELECOPY (509) 458-0148

1230 S.W. 1ST AVENUE, SUITE 300
PORTLAND, OREGON 97204
(503) 225-0815
TELECOPY (503) 248-9085

January 21, 1988

Michael J. Bond, Esq.
Lee, Smart, Cook, Martin &
Patterson, P.S., Inc.
800 Washington Building
Seattle, Washington 98101

Re: Jorgensen v. Community Chapel

Dear Michael:

At Donald Barnett's deposition on December 23, 1987, we discussed on the record a number of our discovery requests that had been unanswered by the Community Chapel and Bible Training Center. To date we have received no documents to supplement the responses which you produced to us on December 4, 1987.

Based on Mr. Barnett's deposition testimony, we believe there may be documents in the following categories:

1. Request for Production No. 11 (relating to bank records). Mr. Barnett said Jack Hicks might have knowledge about such records.
2. Request for Production No. 12 (investment of funds). Mr. Hicks may have knowledge.
3. You indicated that you had not produced the sermon tapes for the Friday night sermons in October, 1985. We requested these tapes (or transcriptions if available) and you indicated that you would produce them if they exist. If they do not, we shall be interested in knowing what has become of them.

As we discussed on December 23, we wish to continue Mr. Barnett's deposition at a mutually convenient time after we have received these items.

We also wish to schedule the deposition of Jack Hicks and request that you contact us with respect to his availability.

Michael J. Bond 1 .
January 21, 19
Page 2

Thank you for your cooperation.

Very truly yours,

PRESTON, THORGRIMSON,
ELLIS & HOLMAN

By


Susan Delanty Jones

SDJ:cjw
cc: Ms. Maureen Jorgensen

PGBRN002

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Civil Motions

9:30 a.m., March 14, 1988

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

MAUREEN R. JORGENSEN,)
)
 Plaintiff,)
)
 v.)
)
 COMMUNITY CHAPEL AND BIBLE)
 TRAINING CENTER, a Washington)
 non-profit corporation and)
 DONALD LEE BARNETT and BARBARA)
 BARNETT, husband and wife, and)
 the marital community composed)
 thereof,)
)
 Defendants.)

No. 86-2-26860-8

ORDER GRANTING LEAVE TO
PLAINTIFF TO FILE AND
SERVE FIRST AMENDED
COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF

(PROPOSED)

THIS MATTER having come before the Court on the motion of plaintiff for leave to file her proposed First Amended Complaint for Damages and Equitable Relief; the Court having considered plaintiff's motion, the affidavit of Susan Delanty Jones, the proposed amended complaint, and the pleadings filed herein; and the Court having heard argument of counsel, it is now hereby

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ORDERED, ADJUDGED AND DECREED that plaintiff is granted leave to file and serve her First Amended Complaint for Damages and Equitable Relief, which shall relate back to the date on which the original complaint was filed in this Court.

DONE IN OPEN COURT this _____ day of March, 1988.

JUDGE/COURT COMMISSIONER

Presented by:

PRESTON, THORGRIMSON,
ELLIS & HOLMAN

By _____
Susan Delanty Jones
Jane M. Faulkner
Attorneys for Plaintiff,
Maureen P. Jorgensen

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

MAUREEN P. JORGENSEN,)
)
 Plaintiff,)
)
 v.)
)
 COMMUNITY CHAPEL AND BIBLE)
 TRAINING CENTER, a Washington)
 non-profit corporation and)
 DONALD LEE BARNETT and BARBARA)
 BARNETT, husband and wife, and)
 the marital community composed)
 thereof,)
)
 Defendants.)

No. 86-2-26860-8
FIRST AMENDED
COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF

PROPOSED

COMES NOW the plaintiff Maureen P. Jorgenson and alleges as follows:

I. PARTIES AND JURISDICTION

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

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

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

4. Defendants Donald Lee Barnett and Barbara Barnett are husband and wife and residents of King County, Washington and at all times material hereto were residents of King County, Washington. Defendant Donald Lee Barnett is the head pastor of CCBTC and as such is responsible for the administration and direction of the entire congregation. All actions described of the defendants, or either of them, were performed on behalf of the marital community.

5. At all times material hereto, the defendants Donald Lee Barnett and Barbara Barnett were principals, agents, employees and representatives of CCBTC. All actions complained of herein were performed in the scope of their representation, employment and/or agency for CCBTC.

II. FACTS

6. In the early 1970's, at the age of nineteen, plaintiff suffered serious injuries in an automobile accident in the state of Alaska. As a result of those injuries, plaintiff became

1
2 confined to a wheelchair and classified medically as a quadri-
3 plegic. Plaintiff filed a lawsuit against the state of Alaska on
4 account of her injuries and, in early 1975, received a net amount
5 of approximately \$730,000.

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

16 8. Donald and Barbara Barnett were aware of plaintiff's
17 weak and vulnerable state and took advantage of her condition by
18 manipulating, pressuring, coercing, and influencing plaintiff in
19 every aspect of her life, including without limitation, dictating
20 the persons whom she dated, with whom she lived and spent time,
21 advising her not to marry outside the church, advising her to
22 marry Dennis Pangburn, and threatening to disfellowship her when
23 she attempted to separate from Dennis Pangburn.

24 9. After plaintiff received the \$730,000 from the lawsuit,
25 Donald Barnett counseled and admonished plaintiff that she should
26 give her money to the CCBTC and that it was morally and
spiritually wrong for her to retain the money for her own care

1 and use. CCBTC, by and through defendants Barnett, promised
2 plaintiff that all of her needs would be met and that she would
3 be healed if she gave her money to the church.
4

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

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

24 12. The note, as executed, provided that defendant CCBTC
25 would furnish a mortgage on real property in order to secure
26 payment of the loan. Nonetheless, defendant failed to provide
any security, nor has it ever done so.

1
2 13. As part of the consideration for the gift and loan,
3 Donald Barnett assured plaintiff that defendant would provide
4 care and support to plaintiff for life, including payment of any
5 medical expenses she might incur.

6 14. Defendants knew that plaintiff was emotionally and
7 physically dependant on the church and, after her gift and loan
8 to the church, that she was financially dependent on the church
9 for funds to meet her medical and other expenses. Notwithstand-
10 ing this knowledge, when plaintiff requested funds from defen-
11 dants to complete the construction of her wheelchair-accessible
12 home, plaintiff was rebuked and made to feel ashamed by Donald
13 Barnett.

14 15. Although they were aware that plaintiff was frequently
15 in a weakened and dependent physical and emotional condition, and
16 that she was in need of ongoing health care, the defendants
17 continuously advised plaintiff not to consult or seek treatment
18 from doctors, nurses, or hospitals on the basis that such treat-
19 ment was not sanctioned by God and evidenced a lack of faith.
20 During this period, defendants were aware that plaintiff was
21 suffering from insomnia, lack of appetite, dizziness, cramping,
22 headaches, diarrhea, depression, and kidney and urinary tract
23 infections.

24 16. When plaintiff sought medical attention in 1985 due to
25 her chronic and acute health problems, she requested that CCBTC
26 help her to pay approximately \$10,000 in necessary medical
expenses incurred by her, in accord with defendant's previous

1
2 promise to provide care and support to plaintiff. CCBTC failed
3 and refused to pay plaintiff's medical expenses.

4 17. After plaintiff requested money for her medical
5 expenses, Donald Barnett made disparaging remarks and publicly
6 rebuked plaintiff at a church meeting in which he accused her of
7 being selfish and evil, beset by demons, and lacking faith in God
8 and the church.

9 18. In 1985, Donald Barnett began to teach a new religious
10 doctrine to members and parishioners of defendant, known as
11 "Dancing Before the Lord." This practice has disrupted many
12 marriages and family relationships among defendant's members, and
13 has led to widespread publicity in the news media because of the
14 requirement that parishioners establish "spiritual connections"
15 with members of the opposite sex other than their spouses by
16 means of slow dancing during church hours and during many
17 additional hours spent in one another's company. As a result of
18 this doctrine, plaintiff's husband (now former husband) fell in
19 love with his "connection;" plaintiff's marriage was thereby
20 broken and ultimately dissolved. In view of the destruction of
21 her marriage by this new practice and plaintiff's conviction that
22 the new teaching was non-Biblical, plaintiff could no longer
23 remain an adherent. In December of 1985, therefore, plaintiff
24 severed her ties with the Church.

25
26

III. CLAIMS FOR RELIEFFirst Claim for Relief: Constructive Trust

19. Plaintiff realleges paragraphs 1 through 18 as though fully set forth in this paragraph 19.

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

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

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

23. In light of the continuing undue influence exercised by Donald Barnett as a result of his confidential relationship with plaintiff, CCBTC has been, since 1975, unjustly enriched by the

1
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 defendant since December 1, 1975, plus return of the remaining
6 principal amount still held by defendant, which amount is
7 believed to equal approximately \$180,000. The Court should
8 impose a constructive trust on the property still held by CCBTC,
9 together with interest at a fair return on the principal already
10 repaid to plaintiff and prejudgment interest from December 1,
11 1975.

12 Second Claim for Relief: Breach of Contract

13 24. Plaintiff realleges paragraphs 1 through 23 as if fully
14 set forth in this paragraph 24.

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

1
2 plaintiff has suffered severe emotional distress and is entitled
3 to recover damages, rescind the parties' agreement and recover
4 funds still held by CCBTC.

5 Third Claim for Relief: Infliction of Emotional Distress

6 26. Plaintiff realleges paragraphs 1 through 25 as is fully
7 set forth in this paragraph 26.

8 27. As stated above, the acts and conduct of CCBTC, by and
9 through its pastor and president, Donald Barnett, were per-
10 petrated so as to intentionally, recklessly, and/or negligently
11 inflict severe emotional distress upon plaintiff, with the
12 knowledge that such distress was certain or substantially certain
13 to result from defendants' outrageous conduct.

14 28. As a direct and proximate result of defendants' con-
15 duct, plaintiff suffered severe emotional distress, was greatly
16 humiliated, shamed and embarrassed, and endured great pain and
17 suffering.

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

22 30. As a direct and proximate result of the intentional,
23 reckless, and/or negligent wrongful acts and omissions of the
24 defendants, and each of them, plaintiff is entitled to actual
25 damages, damages for continuing pain and suffering and attorneys'
26 fees.

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WHEREFORE, plaintiff seeks the following relief:

1. That the Court impose a constructive trust for the benefit of plaintiff on the loan proceeds still in the hands of defendant;

2. That the Court order payment of a reasonable rate of return on the principal amount loaned to defendant on December 1, 1975;

3. That the Court award plaintiff prejudgment interest;

4. That the Court award plaintiff general damages in an amount now unknown but which will be proved at the time of trial;


5. That the Court award plaintiff medical expenses incurred and other costs, in an amount now unknown but which will be proved at the time of trial;

6. That the Court award plaintiff her attorneys' fees and costs of suit; and

7. That the Court award such other relief as it deems equitable.

DATED this 10th day of February, 1988.

PRESTON, THORGRIMSON,
ELLI'S & HOLMAN

By 
Susan Delanty Jones
Jane M. Faulkner
Attorneys for Plaintiff,
Maureen Jorgensen



SUPERIOR COURT OF WASHINGTON
- COUNTY OF KING

APR 11 7 20
SUPERIOR COURT CLERK

MAUREEN R. JORGENSEN,
Plaintiff,

NO. 86-2-26³60-8

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

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

TO: THE CLERK OF THE COURT; and to all parties named below:

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 Civil Motion Calendar.

DATE OF HEARING: Monday / March 14, 1988
(Day of Week) (Calendar Date)

TIME OF HEARING: 9:30 a.m.

PLACE OF HEARING: Civil Motions, Court House

NATURE OF MOTION: Plaintiff's Motion to Amend Complaint

DATED: March 7, 1988

Jane M. Faulkner
Typed Name: Jane M. Faulkner
Of: Preston, Thorgrimson, Ellis & Holman
Attorney For: Plaintiff

OTHER PARTIES REQUIRING NOTICE: Phone: (206) 623-7580
Fill In & Check Box If Backside Is Used []

Name: Michael J. Bond Name:
Lee Smart, COOK, Martin
Address: 800 Washington Building Address:
1325 Fourth Avenue, Seattle

Phone: (206) 624-5944 Phone:

Attorney For: Defendants Attorney For:

NOTE FOR CIVIL MOTION CALENDAR

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
8400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7580

NEES
11 54

Hrg: 3/14/88
9:30 AM

RECEIVED

MAR 11 1988

Preston, Thorgrimson, Ellis & Helman

CIVIL ACTIONS
A.M.

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

MAUREEN P. JORGENSEN,

Plaintiff,

v.

COMMUNITY CHAPEL AND BIBLE
TRAINING CENTER, a Washington
non-profit corporation,

Defendant.

NO. 86-2-26360-8

DEFENDANT'S RESPONSE TO MOTION
TO AMEND

The defendant Community Chapel & Bible Training Center

opposes the motion to amend to assert new causes of action against
additional parties. The defendant also opposes plaintiff's request
that any amendment relate back to the date of the original Complaint.
The defendant's opposition is based upon Civil Rule 15 and the
subjoined affidavit of Michael J. Bond.

DATED this 11 day of March, 1988.

LEE, SMART, COOK, MARTIN &
PATTERSON, P.S., INC.

By Michael J. Bond
MICHAEL J. BOND
of Attorneys for Defendant

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

MICHAEL J. BOND, being first duly sworn, upon oath deposes
and says:

DFDT'S RESPONSE TO
MOT/AMEND - 1

LEE, SMART, COOK, MARTIN & PATTERSON, P.S., INC.
ATTORNEYS AT LAW
600 WASHINGTON BUILDING
1325 FOURTH AVENUE
SEATTLE, WASHINGTON 98101
(206) 824-7990

19 PB

1 I am one of the attorneys representing the defendant
2 Community Chapel & Bible Training Center of Burien.

3 Plaintiff filed her original Complaint for Damages and
4 Equitable Relief on December 17, 1986. Although the Complaint alleges
5 a claim for damages, the jist of the Complaint is a request for
6 equitable relief in the form of rescission of a gift which was made
7 by the plaintiff to the church in 1975. Under the rules of Election
8 of Remedies, plaintiff would not have been entitled to rescission of
9 the gift as well as any type of damages flowing from the alleged
10 breach of contract.

11 The court files will reflect that, in 1975, when plaintiff
12 was considering making the gift to the church, her father sought to
13 have her declared incompetent in an effort to prevent the gift.
14 Attached as Exhibit "A" is a copy of the Petition for Guardian of
15 Estate which was filed by plaintiff's father. Trial of the matter
16 commenced on October 16, 1975. The court found that the plaintiff did
17 not suffer from any mental disorder and the father's petition was
18 dismissed. Attached as Exhibit "B" is a copy of the Judgment dated
19 October 21, 1975 by Judge Donald Horowitz.

20 My investigation reveals that at the time Ms. Jorgensen
21 sought to make her gift she was receiving the advice of counsel as
22 well as the advice of income tax counsel. The facts surrounding
23 plaintiff's decision to make a gift to the church have absolutely
24 nothing to do with the facts surrounding plaintiff's claims of
25 infliction of emotional distress ten years after the gift. Further-

DFDT'S RESPONSE TO
MOT/AMEND - 2

LEE, SMART, COOK, MARTIN & PATTERSON, P.S., INC.
ATTORNEYS AT LAW
800 WASHINGTON BUILDING
1325 FOURTH AVENUE
SEATTLE, WASHINGTON 98101
(206) 624-7890

1 more, plaintiff's claim for rescission of the contract seeks
2 equitable relief and, as such, will be decided by the court without a
3 jury. The legal issues surrounding plaintiff's competency to make a
4 gift in 1975 have absolutely nothing to do with the legal issues
5 surrounding plaintiff's claim of infliction of emotional distress ten
6 years after the gift.

7 Civil Rule 15(a) indicates that leave to amend a complaint
8 shall be freely given when justice so requires. Justice does not
9 require amendment of the complaint in this action. Civil Rule 15(c)
10 indicates that an amendment shall relate back to the date of the
11 original pleading if the claim asserted in the amended pleading arose
12 out of the conduct, transaction or occurrence set forth or attempted
13 to be set forth in the original pleading. The gist of plaintiff's
14 original complaint relates to activities which occurred in 1975. The
15 amendment which raises a claim for damages against an entirely new
16 party relates to activities arising at least ten years later.

17 FURTHER YOUR AFFIANT SAYETH NAUGHT.

18 Michael J. Bond
19 MICHAEL J. BOND

20 SUBSCRIBED and SWORN to before me this 11th day of

21 March, 1988.

22 Patricia Ann Shell
23 NOTARY PUBLIC in and for the
24 State of Washington.
25 My Appointment Expires: 12/28/89

DFDT'S RESPONSE TO
MOT/AMEND - 3

LEE, SMART, COOK, MARTIN & PATTERSON, P.S., INC.
ATTORNEYS AT LAW
800 WASHINGTON BUILDING
1325 FOURTH AVENUE
SEATTLE, WASHINGTON 98101
(206) 624-7990

FILED

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LETTY J. MULLEN
CLERK
KING COUNTY WA.

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

In the Matter of the Guardianship)	
of)	IN PROBATE
MAUREEN I'ANSON,)	NO. <u>G 1119</u>
An Incompetent.)	PETITION FOR GUARDIAN OF
)	ESTATE

COMES NOW Thomas I'Anson and petitioning for the appointment of a guardian of the estate of Maureen I'Anson, shows the following:

1. Thomas I'Anson, the petitioner resides at 4014 Hunts Point Road, Bellevue, Washington and is the natural father of Maureen I'Anson.
2. Maureen I'Anson is of legal age and a resident of King County, Washington.
3. Maureen I'Anson is an incompetent person who is incapable of managing her property by reason of mental illness or by reason of other mental incapacity.
4. No person is now qualified as guardian of the person or estate of Maureen I'Anson in the State of Washington or in any other jurisdiction.
5. Petitioner seeks the appointment of any bank or trust company doing business in the City of Seattle to be guardian of the estate provided the guardian appointed by this court will signify its willingness to act.
6. The persons, so far as known by petitioner, who are

1 most closely related to Maureen I'Anson by blood or marriage are
2 the following:

3 (a) Thomas I'Anson (father)
4 4014 Hunts Point Road
5 Bellevue, Washington

6 (b) Marilyn I'Anson (mother)
7 11141 N. E. 62nd
8 Kirkland, Washington

9 7. Maureen I'Anson is not now in the care or custody of
10 any person or institution.

11 8. At a time when Maureen I'Anson was a minor, she was
12 involved in an automobile accident in the State of Alaska.
13 Maureen I'Anson sustained severe personal injury including the
14 loss of function in each of her limbs in such accident. As a
15 result of the injuries sustained and after lengthy legal pro-
16 ceedings including an appeal to the Supreme Court of Alaska,
17 the petitioner and his attorneys were successful in recovering
18 a sum in excess of one million dollars for and on behalf of
19 Maureen I'Anson. The said settlement proceeds have been dimin-
20 ished by the payment of costs, attorneys fees and by the de-
21 livery of \$34,200 to Maureen I'Anson. The balance of the settle-
22 ment proceeds are now invested in an interest bearing certi-
23 ficate of deposit under an agreement entered into March 25,
24 1975, by and between Maureen I'Anson, Thomas I'Anson and
25 Pacific National Bank of Washington as trustee. Said trust
26 agreement may be terminated or modified by agreement of the
27 parties or by an order of this court.

28 10. Subject to certain claims of Thomas I'Anson for in-
29 terest, reimbursement of expenses and for services rendered,
30 the settlement proceeds constitute a fund which will be re-
31 quired to pay for the medical treatment, nursing care, support

1 and maintenance of Maureen I'Anson for the balance of her
2 natural life.

3 11. Maureen I'Anson has consulted with spiritual ad-
4 visors and others and believes that her medical condition will
5 improve to the point where she will no longer be totally and
6 permanently disabled. In accordance with these views and the
7 religious convictions of Maureen I'Anson, she believes that
8 the settlement proceeds, or at least \$540,000 of such proceeds,
9 should be contributed to Community Chapel & Bible Training
10 Center, a Washington non-profit corporation, located at 18635
11 8th Avenue South, Seattle, Washington. A contribution of the
12 magnitude contemplated by Maureen I'Anso. will cause her to
13 become either a charge on the bounty of her relatives or a
14 ward of the State, all in violation of petitioner's express
15 purpose and understanding with Maureen I'Anson in obtaining
16 an adequate personal injury settlement to assure the financial
17 security of his daughter.

18 WHEREFORE, petitioner prays that the court appoint a
19 suitable and proper guardian of the estate of Maureen I'Anson.

20
21 SCHWEPPE, DOOLITTLE, DRUG,
22 TAUSEND, BEEZER & BEIERLE

23 BY: 
24 ROBERT R. BEEZER
Attorneys for Petitioner

25
26 STATE OF WASHINGTON)
27) SS.
28 COUNTY OF KING)

29 THOMAS I'ANSON, being first duly sworn on oath deposes and
30 says: He is the petitioner named in the above matter; he has

1 read the within and foregoing Petition for Guardian of Estate,
2 knows the contents thereof and believes the same to be true.

3
4 
5 THOMAS I ANSON

6 SUBSCRIBED AND SWORN to before me this 30 day of

7 April, 1975.

8
9 
10 NOTARY PUBLIC in and for the State
11 of Washington residing at Seattle.

FILED

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LETTY J. MULLER
CLERK
KING COUNTY WA.

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

In the Matter of the Guardianship)	IN PROBATE
of)	NO. G 4419
MAUREEN I'ANSON,)	JUDGMENT
An Incompetent)	

This matter came on duly and regularly for trial before the undersigned Judge on October 16, 1975. The petitioner, Thomas I'Anson appeared through his attorney Robert R. Beezer, of Schweppe, Doolittle, Krug, Tausend, Beezer & Beierle; Maureen I'Anson appeared in person and through her attorney Charles V. Moren of Blackburn, Moren & Robinson. The court received a stipulation of the parties with respect to the payment of costs for the care and litigation expenses of Thomas I'Anson incurred in obtaining damages for personal injuries to Maureen I'Anson. After the petitioner's opening statement, counsel for Maureen I'Anson moved to dismiss the proceedings on the ground that the petitioner's opening statement failed to state facts upon which relief could be granted. After considering the authorities submitted by counsel and finding that Maureen I'Anson does not suffer from any mental disorder, the court rendered an oral opinion granting the motion. Now, therefore, in conformity with the stipulations of the parties and the court's ruling upon the motion, it is hereby

ORDERED, ADJUDGED and DECREED as follows:

Judgment - P. 1

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Presented by:

Charles V. Moran
Charles V. Moran, of
Blackburn, Moran & Robinson
Attorneys for Maureen I'Anson

Approved as to form and entry; notice
of presentation waived:

Robert K. Beezer
Robert K. Beezer, of
Senwepp, Doolittle, Krug,
Tausend, Beezer & Beierle
Attorneys for Petitioner

SCHEFFEL DOOLITTLE KRUG TAUSEND
BLEZEL & BEIERLE
ATTORNEYS NATIONAL BANK BUILDING
1415 FIFTH AVENUE
SEATTLE WASHINGTON 98101
222-1900

REF 640 1188

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1988 MAR 14 9:30 AM

Civil Motions

9:30 a.m., March 14, 1988

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

MAUREEN R. JORGENSEN,
Plaintiff,

v.

COMMUNITY CHAPEL AND BIBLE
TRAINING CENTER, a Washington
non-profit corporation and
DONALD LEE BARNETT and BARBARA
BARNETT, husband and wife, and
the marital community composed
thereof,
Defendants.

No. 86-2-26360-8

ORDER GRANTING LEAVE TO
PLAINTIFF TO FILE AND
SERVE FIRST AMENDED
COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF

THIS MATTER having come before the Court on the motion of plaintiff for leave to file her proposed First Amended Complaint for Damages and Equitable Relief; the Court having considered plaintiff's motion, the affidavit of Susan Delanty Jones, the proposed amended complaint, and the pleadings filed herein; and the Court having heard argument of counsel, it is now hereby

ORDER - 1

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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ORDERED, ADJUDGED AND DECREED that plaintiff is granted
leave to file and serve her First Amended Complaint for Damages
and Equitable Relief, *without prejudice to defendants right*
~~which shall relate back to the date on~~
to challenge whether the First Amended Complaint relat
~~which~~ the original complaint was filed in this Court.

DONE IN OPEN COURT this 14th day of March, 1988.

Edward
~~JUDGE/COURT COMMISSIONER~~

Presented by:

PRESTON, THORGRIMSON,
ELLIS & HOLMAN

By *Jane M Faulkner*
Susan Delanty Jones
Jane M. Faulkner
Attorneys for Plaintiff,
Maureen P. Jorgensen

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

MAUREEN P. JORGENSEN,)	
)	
Plaintiff,	)	No. 86-2-26360-8
)	
v.	)	FIRST AMENDED
	)	COMPLAINT FOR DAMAGES
COMMUNITY CHAPEL AND BIBLE	)	AND EQUITABLE RELIEF
TRAINING CENTER, a Washington)	
non-profit corporation and)	
DONALD LEE BARNETT and BARBARA)	
BARNETT, husband and wife, and)	
the marital community composed)	
thereof,)	
)	
Defendants.)	

COMES NOW the plaintiff Maureen P. Jorgenson and alleges as follows:

I. PARTIES AND JURISDICTION

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

21
A/C

1 confined to a wheelchair and classified medically as a quadri-
2 plegic. Plaintiff filed a lawsuit against the state of Alaska on
3 account of her injuries and, in early 1975, received a net amount
4 of approximately \$730,000.

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

15 8. Donald and Barbara Barnett were aware of plaintiff's
16 weak and vulnerable state and took advantage of her condition by
17 manipulating, pressuring, coercing, and influencing plaintiff in
18 every aspect of her life, including without limitation, dictating
19 the persons whom she dated, with whom she lived and spent time,
20 advising her not to marry outside the church, advising her to
21 marry Dennis Pangburn, and threatening to disfellowship her when
22 she attempted to separate from Dennis Pangburn.

23 9. After plaintiff received the \$730,000 from the lawsuit,
24 Donald Barnett counseled and admonished plaintiff that she should
25 give her money to the CCBTC and that it was morally and
26 spiritually wrong for her to retain the money for her own care

1 and use. CCBTC, by and through defendants Barnett, promised
2 plaintiff that all of her needs would be met and that she would
3 be healed if she gave her money to the church.

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

12 11. Although plaintiff understood that the note would bear
13 interest at the rate of five percent (5%) per annum, the note, as
14 presented to plaintiff for her signature on December 1, 1975,
15 bore no interest. Plaintiff, who was not accompanied by counsel
16 at the time of signing, protested that the note should bear
17 interest. However, Donald Barnett insisted that plaintiff had a
18 religious obligation to make an interest-free loan to the church.
19 Upon Barnett's insistence, plaintiff reluctantly accepted the
20 interest-free note in the amount of \$480,000, the entire
21 remainder of the lawsuit proceeds. A copy of the note is
22 attached hereto as Exhibit 1.

23 12. The note, as executed, provided that defendant CCBTC
24 would furnish a mortgage on real property in order to secure
25 payment of the loan. Nonetheless, defendant failed to provide
26 any security, nor has it ever done so.

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

5 14. Defendants knew that plaintiff was emotionally and
6 physically dependant on the church and, after her gift and loan
7 to the church, that she was financially dependent on the church
8 for funds to meet her medical and other expenses. Notwithstand-
9 ing this knowledge, when plaintiff requested funds from defen-
10 dants to complete the construction of her wheelchair-accessible
11 home, plaintiff was rebuked and made to feel ashamed by Donald
12 Barnett.

13 15. Although they were aware that plaintiff was frequently
14 in a weakened and dependent physical and emotional condition, and
15 that she was in need of ongoing health care, the defendants
16 continuously advised plaintiff not to consult or seek treatment
17 from doctors, nurses, or hospitals on the basis that such treat-
18 ment was not sanctioned by God and evidenced a lack of faith.
19 During this period, defendants were aware that plaintiff was
20 suffering from insomnia, lack of appetite, dizziness, cramping,
21 headaches, diarrhea, depression, and kidney and urinary tract
22 infections.

23 16. When plaintiff sought medical attention in 1985 due to
24 her chronic and acute health problems, she requested that CCBTC
25 help her to pay approximately \$10,000 in necessary medical
26 expenses incurred by her, in accord with defendant's previous

1 promise to provide care and support to plaintiff. CCBTC failed
2 and refused to pay plaintiff's medical expenses.

3 17. After plaintiff requested money for her medical
4 expenses, Donald Barnett made disparaging remarks and publicly
5 rebuked plaintiff at a church meeting in which he accused her of
6 being selfish and evil, beset by demons, and lacking faith in God
7 and the church.

8 18. In 1985, Donald Barnett began to teach a new religious
9 doctrine to members and parishioners of defendant, known as
10 "Dancing Before the Lord." This practice has disrupted many
11 marriages and family relationships among defendant's members, and
12 has led to widespread publicity in the news media because of the
13 requirement that parishioners establish "spiritual connections"
14 with members of the opposite sex other than their spouses by
15 means of slow dancing during church hours and during many
16 additional hours spent in one another's company. As a result of
17 this doctrine, plaintiff's husband (now former husband) fell in
18 love with his "connection;" plaintiff's marriage was thereby
19 broken and ultimately dissolved. In view of the destruction of
20 her marriage by this new practice and plaintiff's conviction that
21 the new teaching was non-Biblical, plaintiff could no longer
22 remain an adherent. In December of 1985, therefore, plaintiff
23 severed her ties with the Church.

III. CLAIMS FOR RELIEFFirst Claim for Relief: Constructive Trust

19. Plaintiff realleges paragraphs 1 through 18 as though fully set forth in this paragraph 19.

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

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

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

23. In light of the continuing undue influence exercised by Donald Barnett as a result of his confidential relationship with plaintiff, CCBTC has been, since 1975, unjustly enriched by the

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

11 Second Claim for Relief: Breach of Contract

12 24. Plaintiff realleges paragraphs 1 through 23 as if fully
13 set forth in this paragraph 24.

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

1 plaintiff has suffered severe emotional distress and is entitled
2 to recover damages, rescind the parties' agreement and recover
3 funds still held by CCBTC.

4 Third Claim for Relief: Infliction of Emotional Distress

5 26. Plaintiff realleges paragraphs 1 through 25 as is fully
6 set forth in this paragraph 26.

7 27. As stated above, the acts and conduct of CCBTC, by and
8 through its pastor and president, Donald Barnett, were per-
9 petrated so as to intentionally, recklessly, and/or negligently
10 inflict severe emotional distress upon plaintiff, with the
11 knowledge that such distress was certain or substantially certain
12 to result from defendants' outrageous conduct.

13 28. As a direct and proximate result of defendants' con-
14 duct, plaintiff suffered severe emotional distress, was greatly
15 humiliated, shamed and embarrassed, and endured great pain and
16 suffering.

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

21 30. As a direct and proximate result of the intentional,
22 reckless, and/or negligent wrongful acts and omissions of the
23 defendants, and each of them, plaintiff is entitled to actual
24 damages, damages for continuing pain and suffering and attorneys'
25 fees.
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WHEREFORE, plaintiff seeks the following relief:

1. That the Court impose a constructive trust for the benefit of plaintiff on the loan proceeds still in the hands of defendant;

2. That the Court order payment of a reasonable rate of return on the principal amount loaned to defendant on December 1, 1975;

3. That the Court award plaintiff prejudgment interest;

4. That the Court award plaintiff general damages in an amount now unknown but which will be proved at the time of trial;

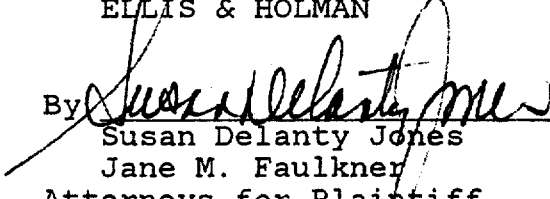
5. That the Court award plaintiff medical expenses incurred and other costs, in an amount now unknown but which will be proved at the time of trial;

6. That the Court award plaintiff her attorneys' fees and costs of suit; and

7. That the Court award such other relief as it deems equitable.

DATED this 10th day of February, 1988.

PRESTON, THORGRIMSON,
ELLIS & HOLMAN

By 
Susan Delanty Jones
Jane M. Faulkner
Attorneys for Plaintiff,
Maureen Jorgensen

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1988
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

MAUREEN P. JORGENSEN,)
)
 Plaintiff,)
)
 vs.)
)
 COMMUNITY CHAPEL AND BIBLE)
 TRAINING CENTER, a Washington)
 non-profit corporation; and DONALD)
 LEE BARNETT and BARBARA BARNETT,)
 husband and wife, and the marital)
 community composed thereof,)
)
 Defendants.)

No. 86-2-26360-8

SUMMONS ON FIRST
AMENDED COMPLAINT
FOR DAMAGES AND
EQUITABLE RELIEF

TO THE DEFENDANTS: COMMUNITY CHAPEL AND BIBLE TRAINING CENTER,
DONALD LEE BARNETT, and BARBARA BARNETT.

A lawsuit has been started against you in the above-entitled court by Maureen Jorgensen, plaintiff. Plaintiff's claim is stated in the written first amended complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the first amended complaint by stating your defense in writing, and serve a copy upon the person signing this summons within twenty (20) days after the service of this summons,

SUMMONS ON FIRST
AMENDED COMPLAINT - 1

22
es

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

1 excluding the day of service, or a default judgment may be
 2 entered against you without notice. A default judgment is one
 3 where plaintiff is entitled to what he/she asks for because you
 4 have not responded. If you serve a notice of appearance on the
 5 undersigned person, you are entitled to notice before a default
 6 judgment may be entered.

7 You may demand that the plaintiff file this lawsuit with
 8 the court. If you do so, the demand must be in writing and must
 9 be served upon the person signing this summons. Within fourteen
 10 (14) days after you serve demand, the plaintiff must file this
 11 lawsuit with the court, or the service on you of this summons
 12 and first amended complaint will be void.

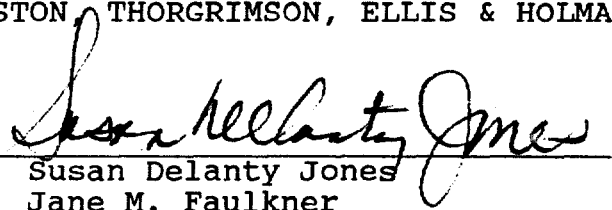
13 If you wish to seek the advice of an attorney in this
 14 matter, you should do so promptly so that your written response,
 15 if any, may be served on time.

16 This summons is issued pursuant to Rule 4 of the Superior
 17 Court Civil Rules of the State of Washington.

18 DATED this 16th day of March, 1988.

19 PRESTON, THORGRIMSON, ELLIS & HOLMAN

20
 21 BY



Susan Delanty Jones
 Jane M. Faulkner

22 Attorneys for Plaintiff, Maureen
 23 Jorgensen

24
 25
 26
 SUMMONS ON FIRST
 AMENDED COMPLAINT - 2

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

MAUREEN P. JORGENSEN,

AFFIDAVIT OF SERVICE OF

vs.

Plaintiff

COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, A WASHINGTON NON-PROFIT CORPORATION,

Defendant

Garnishee Defendant

SUMMONS ON FIRST AMENDED COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF, FIRST AMENDED COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

State of Washington

County of King

ss.

The writ served was accompanied by four answer forms and three postage prepaid envelopes which were pre-addressed to the Clerk of the Court, to the Plaintiff or his attorney, and to the Defendant, and cash or check payable to the garnishee, to the amount of Ten Dollars.



A copy of the summons served is attached hereto

The undersigned, being first duly sworn, on oath deposes and says: That he is now and at all times herein mentioned was a citizen of the United States and resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above entitled action and competent to be a witness therein.

That on 3/20/88 at 7:00a M., at 416 SW 192nd, Seattle

King County, Washington, affiant duly served the above-described documents in the above-entitled matter upon

Donald Lee Barnett

by then and there personally delivering a true and correct copy thereof to and leaving same with

Donald Lee Barnett

That at the time and place set forth above affiant duly served the above described documents in the above-entitled matter upon

by then and there, at the residence and usual place of abode of said person(s), personally delivering true and correct copy(ies) thereof to and leaving the same with

being a person of suitable age and discretion then resident therein.

Affiant further states that he is informed and believes, and therefore alleges, that neither of said defendants is in the military service of the United States.

 TRIPS @ MILES

Subscribed and Sworn to before me 3/22/88

R. Davis

gj

SERVICE ATTEMPTED AT:

Swanky Kaganan
NOTARY PUBLIC in and for the State of Washington, residing at Seattle

Service Fees 6.00 Travel 13.00 Return Fee 5.00 Cert. Mail Total \$24.00

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WB

RESIDENCE SERVICE

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In King County Superior Court Clerk's Office

MAR 17 1988

Superior Court Clerk

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

MAUREEN P. JORGENSEN,)	
	)	No. 86-2-26360-8
Plaintiff,)	
)	
vs.	)	SUMMONS ON FIRST
	)	AMENDED COMPLAINT
COMMUNITY CHAPEL AND BIBLE	)	FOR DAMAGES AND
TRAINING CENTER, a Washington	)	EQUITABLE RELIEF
non-profit corporation; and DONALD)	
LEE BARNETT and BARBARA BARNETT,)	
husband and wife, and the marital)	
community composed thereof,)	
)	
Defendants.)	

TO THE DEFENDANTS: COMMUNITY CHAPEL AND BIBLE TRAINING CENTER,
DONALD LEE BARNETT, and BARBARA BARNETT.

A lawsuit has been started against you in the above-entitled court by Maureen Jorgensen, plaintiff. Plaintiff's claim is stated in the written first amended complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the first amended complaint by stating your defense in writing, and serve a copy upon the person signing this summons within twenty (20) days after the service of this summons,

SUMMONS ON FIRST
AMENDED COMPLAINT - 1

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
8400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 823-7800

MAUREEN P. JORGENSEN,

AFFIDAVIT OF SERVICE OF

vs.

Plaintiff

COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, A WASHINGTON NON-PROFIT CORPORATION, ET AL.,

Defendant

Garnishee Defendant

SUMMONS ON FIRST AMENDED COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF, FIRST AMENDED COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

State of Washington

County of King

ss.

The writ served was accompanied by four answer forms and three postage prepaid envelopes which were pre-addressed to the Clerk of the Court, to the Plaintiff or his attorney, and to the Defendant, and cash or check payable to the garnishee, to the amount of Ten Dollars.

A copy of the summons served is attached hereto

The undersigned, being first duly sworn, on oath deposes and says: That he is now and at all times herein mentioned was a citizen of the United States and resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above entitled action and competent to be a witness therein.

That on 3-29-88 at 7:30 P. M., at 217 South 168th, Seattle

King County, Washington, affiant duly served the above-described documents in the above-entitled matter upon Barbara Barnett

by then and there personally delivering a true and correct copy thereof to and leaving same with Barbara Barnett

That at the time and place set forth above affiant duly served the above described documents in the above-entitled matter upon _____

by then and there, at the residence and usual place of abode of said person(s), personally delivering _____ true and correct copy(ies) thereof to and leaving the same with _____

being a person of suitable age and discretion then resident therein.

Affiant further states that he is informed and believes, and therefore alleges, that neither of said defendants is in the military service of the United States.

_____ TRIPS @ _____ MILES

Subscribed and Sworn to before me 3-30-88

R. Davis K

SERVICE ATTEMPTED AT:

Scrubby Kagan
NOTARY PUBLIC in and for the State of Washington, residing at Seattle

Service Fees 6.00 Travel 28.00 Return Fee 5.00 Cert. Mail Total \$ 39.00

[Handwritten initials]

1988 MAR 31 10 45

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

1 MAUREEN R. JORGENSEN,)
 2)
 3 Plaintiff,)
 4 v.)
 5)
 6 COMMUNITY CHAPEL AND BIBLE)
 7 TRAINING CENTER, a Washington)
 8 non-profit corporation and)
 9 DONALD LEE BARNETT and BARBARA)
 10 BARNETT, husband and wife, and)
 11 the marital community composed)
 12 thereof,)
 13)
 14 Defendants.)

No. 86-2-26360-8

NOTICE OF APPEARANCE

TO: Maureen R. Jorgensen, plaintiff, and
TO: Jane M. Faulkner, your attorney:

PLEASE TAKE NOTICE that the defendants named above, DONALD LEE BARNETT and BARBARA BARNETT, hereby enter their Notice of Appearance in the above-entitled action, by and through their attorneys of record, Evans, Craven & Lackie, P.S., and request that all further pleadings or papers herein, except process, be served on their counsel at the address set out below.

DATED March 31, 1988.

EVANS CRAVEN & LACKIE, P.S.

By: Rodney D. Hollenbeck
RODNEY D. HOLLENBECK,
Attorneys for Defendants Barnett

NOTICE OF APPEARANCE
15004881.NOA

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Evans, Craven & Lackie, P.S.
LAWYERS

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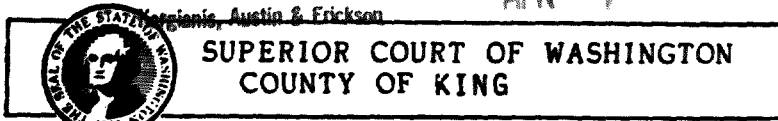
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APR 0 1986

EVANS, CRAVEN & LACKIE, P.S.



Maureen P. Jorgensen

SC APR - 1 1986
PLAINTIFF
SUPERIOR COURT CLERK
SEATTLE, WA

vs.

No: 86-2-26360-8

Community Chapel and Bible Training Center, et al.
Defendant.

REQUEST FOR ASSIGNMENT TO
CIVIL TRACK I

The undersigned affirms that the above-captioned case is not subject to arbitration and requests that it be assigned to Civil Track I. This request is based on the attached ^{Motion} Consolidation and Preassignment and supporting documents ~~statement (limited to three(3) pages in length)~~ and the criteria set forth in LR 40 (b)(2).

Estimated Length of Trial Two (2) weeks Jury XX Non-Jury (Check one)
 Trial Date, if already set Not yet set
 Note for Trial Filed XX Yes No (Check one)

List the names of all parties and the names and addresses and telephone numbers of the lawyers representing them.

Community Chapel and Bible Training Center
 Michael J. Bond, Esq.
 Lee, Smart, et al.
 800 Washington Building
 1325 Fourth Avenue
 Seattle, WA 98101
 624-7990

The applicant understands that if the request for preassignment is granted, any existing trial date will be stricken and a new date will be set by the Civil Track I Judge assigned to the case.

Opponents to movant's request for preassignment shall have ten(10) court days from the date of service in which to respond. Responses are limited to three(3) pages in length and will be submitted to the Presiding Judge.

Attorney for: Plaintiff Jorgensen

THIS FORM MUST BE FILED IN THE CLERK'S OFFICE, CALENDARS WINDOW #11, ROOM E-609 AND A COPY MUST BE DELIVERED TO THE PRESIDING JUDGE.

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APR - 1 1983

Kargianis, Austin & Erickson

COPY RECEIVED

APR 01 1983

EVANS, CRAVEN & LACKIE, P.S.

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

MAUREEN P. JORGENSEN,)
)
Plaintiff,)
)
v.)
)
COMMUNITY CHAPEL AND)
BIBLE TRAINING CENTER,)
a Washington non-profit)
corporation; and DONALD)
LEE BARNETT and BARBARA)
BARNETT, husband and)
wife, and the marital)
community composed)
thereof,)
)
Defendants.)

NO. 86-2-26360-8

MOTION FOR CONSOLIDATION
WITH CAUSE NO. 86-2-18176-8
AND FOR PREASSIGNMENT

FILED

KING COUNTY, WASHINGTON

APR 4 1983

SUPERIOR COURT CLERK
BY CAROLYN RHOADS
DEPUTY

1. Relief Requested. Plaintiff Maureen P. Jorgensen ("Jorgensen") moves for consolidation of this case with Cause No. 86-2-18176-8 and for preassignment.

2. Statement of Facts. Cause No. 86-2-18176-8 ("Butler Case") has already been consolidated from two prior cases and preassigned to the Honorable Gary Little. Jorgensen, like the plaintiffs in that case, is a former member of defendant Community Chapel and Bible Training Center ("CCBTC"). In both cases, the claims arise out of defendants' course of conduct in operating CCBTC so as to cause serious financial, emotional and family damage to Jorgensen and to the Butler Case plaintiffs. Allegations common to both cases include defendants' infliction of severe emotional distress by their

MOTION FOR CONSOLIDATION
AND FOR PREASSIGNMENT

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

26

1 "spiritual connection" practices, their publication of
2 disparaging remarks about Jorgensen and Butler Case plaintiffs
3 to the CCBTC congregation, and their use of undue influence to
4 promote activities such as "spiritual connections". Both
5 cases present common, novel, and difficult issues of law
6 including defendants' expected assertion of constitutional
7 defenses. See facts set forth in the accompanying Affidavit
8 of Susan Delanty Jones ("Jones Aff.").

9 3. Statement of Issues. Whether the Court should
10 consolidate this case with Cause No. 86-2-18176-8 and permit
11 preassignment.

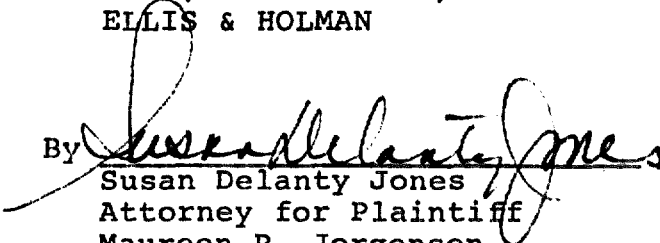
12 4. Evidence Relied Upon. This motion is based upon the
13 pleadings and papers in Cause No. 86-2-18176-8, the Jones
14 Aff., and the accompanying Affidavit of Jeffery Campiche.

15 5. Legal Authority. This motion is based upon Civil
16 Rule 42(a), Local Rule 40(b)(2), and cases cited in the
17 accompanying Memorandum in Support of Motion for Consolidation
18 and for Preassignment.

19 6. Proposed Order. A proposed form of order
20 accompanies this motion as required by Local Rule
21 7(b)(2)(D)(vi).

22 DATED this 1 day of April, 1988.

23 PRESTON, THORGRIMSON,
24 ELLIS & HOLMAN

25 By 
26 Susan Delanty Jones
Attorney for Plaintiff
Maureen P. Jorgensen

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
3400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7580

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APR - 1 1988

APR 01 1988

Kargianis, Austin & Erickson

EVANS, CRAVEN & LACKIE, P.S.

FILED
KING COUNTY, WASHINGTON
APR 1 1988

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

MAUREEN P. JORGENSEN,)
)
 Plaintiff,)
)
 v.)
)
 COMMUNITY CHAPEL AND BIBLE)
 TRAINING CENTER, a Washington non-)
 profit corporation; and DONALD LEE)
 BARNETT and BARBARA BARNETT,)
 husband and wife, and the marital)
 community compopsed thereof,)
)
 Defendants.)

No. 86-2-26360-8

NOTICE OF HEARING
ON MOTION

FILED
KING COUNTY, WASHINGTON
APR 4 1988
SUPERIOR COURT CLERK
BY CAROLYN RHOADS
DEPUTY

TO: All Parties;
AND TO: All Counsel of Record.

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that plaintiff, Maureen P. Jorgensen, will bring on for hearing a motion for consolidation with Cause No. 86-2-18176-8 and for pre-assignment before the Honorable Gary M. Little, Room W864, King County Courthouse, on Friday, April 8, 1988, at 10:30 a.m.

DATED this 1st day of April, 1988.

PRESTON, THORGRIMSON, ELLIS & HOLMAN

By Susan Delanty Jones
Susan Delanty Jones
Attorneys for Plaintiff,
Maureen P. Jorgensen

NOTICE OF HEARING ON MOTION - 1

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
5400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7000
(206) 623-7580

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APR - 1 1988

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APR 01 1988



Morganis, Austin & Erickson

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING EVANS, CRAVEN & LACKIE, P.S.

King County Superior Court
Clerk's Office

FILED
KING COUNTY, WASHINGTON

APR 4 1988

No: 86-2-2636-8
SUPERIOR COURT CLERK
BY CAROLYN RHOADS
DEPUTY

REQUEST FOR ASSIGNMENT TO
CIVIL TRACK I

Maureen P. Jorgensen APR 01 1988 Plaintiff,
vs CALENDAR CONTROL
SUPERIOR COURT CLERK
Community Chapel and Bible Training Center, et al.
Defendant.

The undersigned affirms that the above-captioned case is not subject to arbitration and requests that it be assigned to Civil Track I. This request is based on the attached Motion Consolidation and Preassignment and supporting documents statement (~~limited to three(3) pages in length~~) and the criteria set forth in LR 40 (b)(2).

Estimated Length of Trial Two (2) weeks Jury XX Non-Jury (Check one)
Trial Date, if already set Not yet set
Note for Trial Filed XX Yes No (Check one)

List the names of all parties and the names and addresses and telephone numbers of the lawyers representing them.

Community Chapel and Bible Training Center
Michael J. Bond, Esq.
Lee, Smart, et al.
800 Washington Building
1325 Fourth Avenue
Seattle, WA 98101
624-7990

The applicant understands that if the request for preassignment is granted, any existing trial date will be stricken and a new date will be set by the Civil Track I Judge assigned to the case.

Opponents to movant's request for preassignment shall have ten(10) court days from the date of service in which to respond. Responses are limited to three(3) pages in length and will be submitted to the Presiding Judge.

Attorney for: Plaintiff Jorgensen

THIS FORM MUST BE FILED IN THE CLERK'S OFFICE, CALENDARS WINDOW #11, ROOM E-609 AND A COPY MUST BE DELIVERED TO THE PRESIDING JUDGE.

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Kargianis, Austin & Erickson

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EVANS, CRAVEN & LACKIE, P.S.

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

MAUREEN P. JORGENSEN,)
)
Plaintiff,)
)
v.)
)
COMMUNITY CHAPEL AND)
BIBLE TRAINING CENTER,)
a Washington non-profit)
corporation; and DONALD)
LEE BARNETT and BARBARA)
BARNETT, husband and)
wife, and the marital)
community composed)
thereof,)
)
Defendants.)

NO. 86-2-26360-8

AFFIDAVIT OF SUSAN DELANTY
JONES IN SUPPORT OF MOTION FOR
CONSOLIDATION WITH CAUSE
NO. 86-2-18176-8 AND FOR
PREASSIGNMENT

FILED
KING COUNTY, WASHINGTON

APR 4 1988

SUPERIOR COURT CLERK
BY CAROLYN RHODS
DEPUTY

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, Susan Delanty Jones, affirm:

1. I am one of the attorneys for plaintiff, Maureen P. Jorgensen ("Jorgensen"), am authorized to make this affidavit on Jorgensen's behalf, have personal knowledge of and am competent to testify about the matters set forth herein.

2. Jorgensen filed her complaint on December 17, 1986. Defendant Community Chapel and Bible Training Center ("CCBTC") answered on February 6, 1987. Jorgensen filed a demand for a jury of twelve on February 18, 1987. On March 14, 1988, Jorgensen filed her first amended complaint pursuant to the

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p

1 Court's order. A copy of the first amended complaint is
2 attached as Exhibit 1 to this Affidavit ("Ex. 1").

3 3. The limited discovery in this case to date has all
4 been conducted by Jorgensen. Jorgensen propounded requests
5 for production and interrogatories regarding insurance
6 coverage. She was forced to file a motion to compel defendant
7 CCBTC to respond to her first request for documents, and CCBTC
8 has still not fully complied with those requests. In
9 addition, her attorneys conducted a deposition of defendant
10 Donald Barnett on December 23, 1987.

11 4. As shown in Ex. 1, Jorgensen, formerly a regular
12 member of CCBTC and participant in its church services and its
13 Bible College, alleges she was pressured and coerced in every
14 aspect of her life, including her marriage, by Donald and
15 Barbara Barnett ("Barnetts"), as agents for CCBTC. Donald
16 Barnett's teaching of "dancing before the Lord" and "spiritual
17 connections" caused the destruction of Jorgensen's marriage
18 when her (now former) husband fell in love with his
19 "connection".

20 5. As alleged in Ex. 1, the Barnetts as agents for
21 CCBTC exercised undue influence to extract from Jorgensen
22 \$580,000.00, representing most of the proceeds of a lawsuit
23 arising out of an automobile accident which had left Jorgensen
24 a medical quadriplegic. Defendants breached their promises to
25 provide lifetime care and support to Jorgensen, including
26 payment of her necessary medical expenses. After plaintiff

1 requested and was refused payment of \$10,000.00 in necessary
2 medical expenses, Barnett as agent for CCBTC made disparaging
3 remarks and publicly rebuked Jorgensen at a church meeting,
4 accusing her of being selfish and evil, beset by demons, and
5 lacking faith in God and the church.

6 6. As alleged in Ex. 1, due to defendants' actions,
7 Jorgensen seeks damages for defendants' infliction of severe
8 emotional distress and breach of contract, rescission of the
9 contract, and imposition of a constructive trust on
10 Jorgensen's property still held by CCBTC.

11 7. I have reviewed the pleadings and other papers filed
12 in Cause No. 86-2-18176-8, which is a consolidation of two
13 separate actions originally brought by persons who, like
14 Jorgensen, are former CCBTC members. The Court granted
15 consolidation and preassignment in that case. Plaintiffs in
16 Cause No. 86-2-18176-8, like Jorgensen, allege damage to
17 family relationships as a result of defendants' "spiritual
18 connection" practices and that defendants Barnett,
19 particularly Donald Barnett, engaged in undue influence to
20 promote such activities. Jorgensen's claim based on the
21 destruction of her marriage is virtually identical with that
22 of plaintiffs Dee Chabot and Ronald Kitchell in Cause No.
23 86-2-18176-8. Plaintiffs Ehrlichs, Dee Chabot, and Kitchells
24 in Cause No. 86-2-18176-8, like Jorgensen, allege tithing a
25 portion of their income to CCBTC. Common to all plaintiffs in
26 Cause No. 86-2-18176-8 and Jorgensen are claims for

1 inflections of severe emotional distress caused by defendants'
2 "spiritual connection" practices and publication of
3 disparaging remarks about plaintiffs to the CCBTC congre-
4 gation. More broadly, Cause No. 86-2-18176-8 and this case
5 are closely linked because both arise out of defendants'
6 course of conduct in operating CCBTC so as to cause grave
7 financial, emotional and family damage to those who trustingly
8 devoted their lives to its services, activities and practices.

9 8. Consolidation would add only one additional
10 plaintiff to Cause No. 86-2-18176-8. Within the last thirty
11 (30) days, plaintiffs Catherine, Ronald and Wendy Kitchell
12 were joined as additional plaintiffs in that case. CCBTC and
13 Barnetts are already defendants in Cause No. 86-2-18176-8.

14 9. My review of the papers in Cause No. 86-2-18176-8
15 indicates that discovery cut-off in that case is not until
16 February 1989, and that trial is not scheduled until spring of
17 1989.

18 10. Legal and factual issues of great importance to this
19 case are common to both cases, including but not limited to
20 the conduct of "spiritual connection" practices so as to cause
21 severe emotional distress to all plaintiffs, and probable
22 defenses of constitutional and common-law privilege by
23 defendants.


24 11. Trial of both cases will likely involve similar
25 evidence, possibly including the same expert and lay
26 witnesses.

1 12. Based on my own experience in discovery in this
 2 case, and my understanding of defendants' practices to date in
 3 other pending cases, I anticipate extensive pretrial
 4 proceedings in both cases due to claims by defendants of
 5 constitutional and other privileges and recalcitrance and
 6 noncooperation in discovery. Discovery in both cases is
 7 likely to focus on the same topics and witnesses.

8 13. A number of issues, including defendants'
 9 constitutional defenses, appear both novel and difficult.
 10 Consideration for discovery and trial and preassignment to a
 11 single judge is therefore likely to promote both judicial
 12 efficiency and consistent dispute resolution.

13
 14 
 15 SUSAN DELANTY JONES

16 SUBSCRIBED AND SWORN before me this 1st day of April,
 17 1988.

18 
 19 NOTARY PUBLIC in and for the
 20 State of Washington,
 21 Residing at Seattle
 22 My Commission Expires: 11/26/88

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in King County Superior Court
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Superior Court Clerk

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

MAUREEN P. JORGENSEN,)	
)	
Plaintiff,	)	No. 86-2-26360-8
)	
v.	)	FIRST AMENDED
	)	COMPLAINT FOR DAMAGES
COMMUNITY CHAPEL AND BIBLE	)	AND EQUITABLE RELIEF
TRAINING CENTER, a Washington)	
non-profit corporation and)	
DONALD LEE BARNETT and BARBARA)	
BARNETT, husband and wife, and)	
the marital community composed)	
thereof,)	
)	
Defendants.)	

COMES NOW the plaintiff Maureen P. Jorgenson and alleges as follows:

I. PARTIES AND JURISDICTION

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

EX. 1

1 confined to a wheelchair and classified medically as a quadri-
2 plegic. Plaintiff filed a lawsuit against the state of Alaska on
3 account of her injuries and, in early 1975, received a net amount
4 of approximately \$730,000.

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

15 8. Donald and Barbara Barnett were aware of plaintiff's
16 weak and vulnerable state and took advantage of her condition by
17 manipulating, pressuring, coercing, and influencing plaintiff in
18 every aspect of her life, including without limitation, dictating
19 the persons whom she dated, with whom she lived and spent time,
20 advising her not to marry outside the church, advising her to
21 marry Dennis Pangburn, and threatening to disfellowship her when
22 she attempted to separate from Dennis Pangburn.

23 9. After plaintiff received the \$730,000 from the lawsuit,
24 Donald Barnett counseled and admonished plaintiff that she should
25 give her money to the CCBTC and that it was morally and
26 spiritually wrong for her to retain the money for her own care

1 and use. CCBTC, by and through defendants Barnett, promised
2 plaintiff that all of her needs would be met and that she would
3 be healed if she gave her money to the church.

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

12 11. Although plaintiff understood that the note would bear
13 interest at the rate of five percent (5%) per annum, the note, as
14 presented to plaintiff for her signature on December 1, 1975,
15 bore no interest. Plaintiff, who was not accompanied by counsel
16 at the time of signing, protested that the note should bear
17 interest. However, Donald Barnett insisted that plaintiff had a
18 religious obligation to make an interest-free loan to the church.
19 Upon Barnett's insistence, plaintiff reluctantly accepted the
20 interest-free note in the amount of \$480,000, the entire
21 remainder of the lawsuit proceeds. A copy of the note is
22 attached hereto as Exhibit 1.

23 12. The note, as executed, provided that defendant CCBTC
24 would furnish a mortgage on real property in order to secure
25 payment of the loan. Nonetheless, defendant failed to provide
26 any security, nor has it ever done so.

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

5 14. Defendants knew that plaintiff was emotionally and
6 physically dependant on the church and, after her gift and loan
7 to the church, that she was financially dependent on the church
8 for funds to meet her medical and other expenses. Notwithstand-
9 ing this knowledge, when plaintiff requested funds from defen-
10 dants to complete the construction of her wheelchair-accessible
11 home, plaintiff was rebuked and made to feel ashamed by Donald
12 Barnett.

13 15. Although they were aware that plaintiff was frequently
14 in a weakened and dependent physical and emotional condition, and
15 that she was in need of ongoing health care, the defendants
16 continuously advised plaintiff not to consult or seek treatment
17 from doctors, nurses, or hospitals on the basis that such treat-
18 ment was not sanctioned by God and evidenced a lack of faith.
19 During this period, defendants were aware that plaintiff was
20 suffering from insomnia, lack of appetite, dizziness, cramping,
21 headaches, diarrhea, depression, and kidney and urinary tract
22 infections.

23 16. When plaintiff sought medical attention in 1985 due to
24 her chronic and acute health problems, she requested that CCBTC
25 help her to pay approximately \$10,000 in necessary medical
26 expenses incurred by her, in accord with defendant's previous

1 promise to provide care and support to plaintiff. CCBTC failed
2 and refused to pay plaintiff's medical expenses.

3 17. After plaintiff requested money for her medical
4 expenses, Donald Barnett made disparaging remarks and publicly
5 rebuked plaintiff at a church meeting in which he accused her of
6 being selfish and evil, beset by demons, and lacking faith in God
7 and the church.

8 18. In 1985, Donald Barnett began to teach a new religious
9 doctrine to members and parishioners of defendant, known as
10 "Dancing Before the Lord." This practice has disrupted many
11 marriages and family relationships among defendant's members, and
12 has led to widespread publicity in the news media because of the
13 requirement that parishioners establish "spiritual connections"
14 with members of the opposite sex other than their spouses by
15 means of slow dancing during church hours and during many
16 additional hours spent in one another's company. As a result of
17 this doctrine, plaintiff's husband (now former husband) fell in
18 love with his "connection;" plaintiff's marriage was thereby
19 broken and ultimately dissolved. In view of the destruction of
20 her marriage by this new practice and plaintiff's conviction that
21 the new teaching was non-Biblical, plaintiff could no longer
22 remain an adherent. In December of 1985, therefore, plaintiff
23 severed her ties with the Church.

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III. CLAIMS FOR RELIEFFirst Claim for Relief: Constructive Trust

19. Plaintiff realleges paragraphs 1 through 18 as though fully set forth in this paragraph 19.

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

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

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

23. In light of the continuing undue influence exercised by Donald Barnett as a result of his confidential relationship with plaintiff, CCBTC has been, since 1975, unjustly enriched by the

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

11 Second Claim for Relief: Breach of Contract

12 24. Plaintiff realleges paragraphs 1 through 23 as if fully
13 set forth in this paragraph 24.

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

1 plaintiff has suffered severe emotional distress and is entitled
2 to recover damages, rescind the parties' agreement and recover
3 funds still held by CCBTC.

4 Third Claim for Relief: Infliction of Emotional Distress

5 26. Plaintiff realleges paragraphs 1 through 25 as is fully
6 set forth in this paragraph 26.

7 27. As stated above, the acts and conduct of CCBTC, by and
8 through its pastor and president, Donald Barnett, were per-
9 petrated so as to intentionally, recklessly, and/or negligently
10 inflict severe emotional distress upon plaintiff, with the
11 knowledge that such distress was certain or substantially certain
12 to result from defendants' outrageous conduct.

13 28. As a direct and proximate result of defendants' con-
14 duct, plaintiff suffered severe emotional distress, was greatly
15 humiliated, shamed and embarrassed, and endured great pain and
16 suffering.

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

21 30. As a direct and proximate result of the intentional,
22 reckless, and/or negligent wrongful acts and omissions of the
23 defendants, and each of them, plaintiff is entitled to actual
24 damages, damages for continuing pain and suffering and attorneys'
25 fees.
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WHEREFORE, plaintiff seeks the following relief:

1. That the Court impose a constructive trust for the benefit of plaintiff on the loan proceeds still in the hands of defendant;

2. That the Court order payment of a reasonable rate of return on the principal amount loaned to defendant on December 1, 1975;

3. That the Court award plaintiff prejudgment interest;

4. That the Court award plaintiff general damages in an amount now unknown but which will be proved at the time of trial;

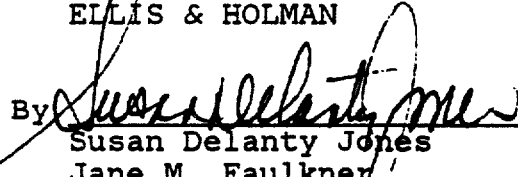
5. That the Court award plaintiff medical expenses incurred and other costs, in an amount now unknown but which will be proved at the time of trial;

6. That the Court award plaintiff her attorneys' fees and costs of suit; and

7. That the Court award such other relief as it deems equitable.

DATED this 10th day of February, 1988.

PRESTON, THORGRIMSON,
ELLIS & HOLMAN

By 
Susan Delanty Jones
Jane M. Faulkner
Attorneys for Plaintiff,
Maureen Jorgensen

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Kargianis, Austin & Erickson

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EVANS, CRAVEN & LACKIE, P.S.

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

MAUREEN P. JORGENSEN,)
)
 Plaintiff,)
)
 v.)
)
 COMMUNITY CHAPEL AND)
 BIBLE TRAINING CENTER,)
 a Washington non-profit)
 corporation; and DONALD)
 LEE BARNETT and BARBARA)
 BARNETT, husband and)
 wife, and the marital)
 community composed)
 thereof,)
)
 Defendants.)

NO. 86-2-26360-8

MEMORANDUM IN SUPPORT OF MOTION
FOR CONSOLIDATION WITH CAUSE
NO. 86-2-18176-8 AND FOR
PREASSIGNMENT

FILED
KING COUNTY, WASHINGTON

APR 4 1983

SUPERIOR COURT CLERK
BY CAROLYN RHOADS
DEPUTY

I. INTRODUCTION

Plaintiff Maureen P. Jorgensen ("Jorgensen") has brought a motion to consolidate this case with a previously consolidated case, King County Cause No. 86-2-18176-8. Plaintiffs in all three cases have alleged claims of emotional distress against the same defendants, Community Chapel and Bible Training Center, a Washington non-profit corporation, and Donald and Barbara Barnett, all arising out of conduct of defendants. Because the consolidated case has been preassigned to the Honorable Gary M. Little under this Court's Civil Track I rules, Jorgensen also seeks preassignment as part of her motion for consolidation.

MEMORANDUM IN SUPPORT FOR
CONSOLIDATION

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

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II. FACTS

1
2 Jorgensen, like plaintiffs in consolidated Cause No.
3 86-2-18176-8 ("Butler Case") is a former member of defendant
4 Community Chapel and Bible Training Center ("CCBTC").
5 Affidavit of Susan Delanty Jones at ¶¶4, 7 ("Jones Aff.").
6 Like all plaintiffs in the Butler Case, Jorgensen was
7 manipulated, pressured, coerced and unduly influenced by
8 defendants, particularly defendants Donald and Barbara Barnett
9 as agents of defendant CCBTC. First Amended Complaint ¶¶4, 5
10 & 8 (Exhibit 1 to Jones Aff., hereinafter "Amended
11 Complaint"); Jones Aff. at ¶7. Defendants' exercise of
12 control extended to every aspect of Jorgensen's life,
13 including direction to marry a certain man and detailed
14 involvement in her financial affairs. Amended Complaint at ¶¶
15 8-11, 13-17.

16 The Butler Case is itself a consolidation of two separate
17 actions brought by former CCBTC members, based on allegations
18 of conduct by defendants causing severe emotional distress.
19 The Court granted preassignment of that case. Jones Aff. at
20 ¶7.

21 In 1985, Donald Barnett as agent of CCBTC began to teach
22 a practice known as "dancing before the Lord", including a
23 requirement that parishioners establish "spiritual
24 connections" with congregation members of the opposite sex by
25 means of slow dancing during church hours and many additional
26 hours in each others' company. Amended Complaint at ¶18.

1 Like the plaintiffs in the Butler Case, Jorgensen suffered
2 severe resulting damage to her family relationship, in that
3 her (now former) husband fell in love with his "spiritual con-
4 nection", destroying Jorgensen's marriage. Id.; Jones Aff. at
5 ¶¶4, 7. Jorgensen's experience is virtually identical to that
6 of plaintiffs Dee Chabot and Ronald Kitchell in the Butler
7 Case. Jones Aff. at ¶7.

8 As a result of the undue influence exercised by defendant
9 Barnetts as agents of CCBTC, defendants extracted from
10 Jorgensen approximately \$580,000.00, the bulk of the proceeds
11 she had received from a lawsuit based on an automobile
12 accident that had left her a medical quadriplegic. See
13 Amended Complaint at ¶¶6-16, 19-23. In exchange for
14 Jorgensen's gift and no-interest loan, defendants agreed to
15 provide her with lifetime care and support, including payment
16 of her future medical expenses, but when she requested help in
17 paying \$10,000.00 in necessary medical expenses, CCBTC refused
18 to assist her in violation of its agreement. Following
19 Jorgensen's request for assistance, defendant Donald Barnett
20 on behalf of defendant CCBTC made disparaging remarks about
21 and publicly rebuked Jorgensen at a church meeting. Amended
22 Complaint at ¶¶ 13-17, 24-30. The Butler Case similarly
23 includes plaintiffs who tithed a portion of their income to
24 defendants, and about whom defendants published disparaging
25 statements to other congregation members. Jones Aff. at ¶7.

26 This case has produced only limited discovery to date,
all of which has been at Jorgensen's initiative. In the

1 Butler case, discovery cut-off is not until February 1989.
2 Id. at ¶3, 9. Consolidation of the cases would add just one
3 additional plaintiff and no new defendants to the Butler case,
4 in which three new plaintiffs were recently joined. Id. at
5 ¶8.

6 Important legal and factual issues are common to both
7 cases, including defendants' constitutional defenses, likely
8 claims of privilege, and conduct of "spiritual connection"
9 practices. Id. at ¶10. A number of issues common to both
10 cases are complicated, novel and difficult. Id. at ¶13.

11 Jorgensen anticipates trial in both cases will involve
12 similar if not overlapping evidence and witnesses. Discovery
13 in both cases is likely to focus on the same topics and
14 witnesses, and involve extensive pretrial litigation due to
15 defendants' anticipated claims of constitutional and other
16 privileges and their expected recalcitrance and noncooperation
17 in discovery. In this case, Jorgensen has had to move once to
18 compel production of documents. Id. at ¶3, 11-12. Nonethe-
19 less, defendants have to date failed to comply fully with
20 her discovery requests. Id. at ¶3.

21 III. ISSUES

22 A. To resolve common issues of law and fact, and to
23 promote judicial efficiency, should this case be consolidated
24 with Cause No. 86-2-18176-8?

25 B. In view of the complexity, novelty and difficulty of
26 the issues presented, should this case be preassigned?

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IV. ARGUMENT

A. Consolidation is Appropriate to Promote Judicial Efficiency and Prevent Inconsistent Dispute Resolution.

Civil Rule 42(a), which is identical to Federal Rule of Civil Procedure 42(a), provides that

When actions involving a common question of law or fact are pending before the Court, it may order a joint hearing or trial of any or all of the matters in issue in the actions; it may order all the actions consolidated; and it may make such orders concerning proceedings therein as may tend to avoid unnecessary cases or delay.

Consolidation is within the trial court's discretion. Hawley v. Mellem, 66 Wn. 2d 765, 768, 405 P.2d 243 (1965). Rule 42(a)'s purpose is to encourage consolidation in the interests of judicial economy and convenience. United Mine Workers of America v. Gibbs, 383 U.S. 715, 724 & n.10 (1966); Attala Hydratane Gas, Inc. v. Lowry Time Company, 41 F.R.D. 164, 165 (N.D. Miss. 1966). Although there are very few Washington cases on Rule 42(a), federal courts in construing the Rule agree that the test is whether

Specific risks of prejudice and possible confusion [are] overborne by the risk of inconsistent adjudication of common factual and legal issues, the burden on parties, witnesses and available judicial resources posed by multiple lawsuits, the length of time required to conclude multiple suits as against a single one, and the relative expense to all concerned of the single-trial, multiple-trial alternatives.

Hendrix v. Raybestos - Manhattan, Inc., 776 F.2d 1492, 1495 (11th Cir. 1985) (consolidating four separate asbestosis suits).

1 Here, risk of prejudice and possible confusion from
2 consolidation is minimal in view of the straightforward nature
3 of Jorgensen's claims and the fact that defendants are already
4 parties to the Butler Case. There is a substantial risk of
5 inconsistent resolution of common factual questions such as
6 the nature of defendants' "spiritual connection" practices,
7 and of identical legal issues, including defendants' constitu-
8 tional defenses. Evidence in each case, including use of
9 expert witnesses, is likely to overlap, so that consolidation
10 will save court time and expense. See De Figueiredo v. Trans
11 World Airlines, 55 F.R.D. 44, 46 (S.D.N.Y. 1971) (consolidat-
12 ing two suits by adverse plaintiffs raising conflicting claims
13 of employment discrimination against airline).

14 A leading federal case holds that where issues common to
15 each case include the structure, aims, and activities of a
16 particular organization, consolidation is appropriate. United
17 States v. Knauer, 149 F.2d 519, 519-20 (7th Cir. 1945), aff'd
18 328 U.S. 654 (1946). Plaintiff's suit and the Butler Case
19 raise just such common questions about CCBTC.

20 The fact that consolidated suits may involve various
21 transactions, numerous plaintiffs and defendants, and varied
22 claims is no obstacle to consolidation. In the federal Ninth
23 Circuit, a number of decisions granted consolidation of suits
24 more complicated than these cases. E.g. In re Equity Funding
25 Corporation of America Securities Litigation, 416 F.Supp 161,
26 170-71 (C.D. Cal. 1976) (consolidation where numerous

1 plaintiffs and defendants, and a "number of fraudulent
2 devices" utilized over a period of eight years). And see Kane
3 v. Klos, 50 Wn.2d 778, 786-87, 314 P.2d 672 (1957) (stating
4 two separate causes of action arising out of course of
5 fiduciary misconduct might appropriately "have been consol-
6 idated"). Consolidation of Jorgensen's suit would simply add
7 one additional plaintiff and three related claims to a suit
8 which already involves common defendants, similar claims, and
9 plaintiffs claiming victimization as a result of the same or
10 similar practices as those that damaged Jorgensen.

11 Even if the court does not consolidate for all purposes,
12 consolidation for pretrial purposes is warranted. See
13 Magnavox Co. v. APF Electronics, Inc., 496 F.Supp 29, 32-33
14 (N.D. Ill. 1980) (consolidation for pretrial proceedings).
15 Overlapping topics and witnesses will be the subject of
16 discovery in both cases. Plaintiff anticipates that
17 defendants will raise identical constitutional and privilege
18 defenses in each case, making necessary pretrial discovery
19 motions. To occupy the time of separate judges and separate
20 sets of lawyers on such disputes would cause waste and
21 expense, and could produce inconsistent resolutions of novel
22 and important legal questions.

23 B. Preassignment is Appropriate

24 The Butler Case is already preassigned. If this case is
25 consolidated with the Butler case, this case should also be
26 preassigned.

1 Under Local Rule 40(b)(2), complex or novel issues may
2 justify handling on a preassigned basis. Preassignment to a
3 particular judge provides the Court with a frame of reference
4 to efficiently resolve similar pretrial disputes, and should
5 obviate the risk of inconsistent resolution of the common
6 legal issues in both cases. In this case, the defendants'
7 constitutional and privilege claims may also recur at trial,
8 where they can be more expeditiously managed by a judge
9 already familiar with the case, the parties, and relevant
10 legal authority. In short, preassignment is appropriate in
11 this case because it will further judicial efficiency and
12 prevent inconsistent decisions.

13 V. CONCLUSION

14 For the above reasons, the Court should grant plaintiff's
15 motion to consolidate and for preassignment.

16 DATED this 1 day of April, 1988.

17 Respectfully submitted,

18 PRESTON, THORGRIMSON,
19 ELLIS & HOLMAN

20
21 By Susan Delanty Jones
22 Susan Delanty Jones
23 Attorneys for Plaintiff
24 Maureen P. Jorgensen
25
26

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN

SUSAN DELANTY JONES

5400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7580
TELEX 4740035 TELECOPY (206) 623-7022

1735 NEW YORK AVE., N.W., SUITE 500
WASHINGTON, D.C. 20006
(202) 628-1700
TELEX 904059 WSH
TELECOPY (202) 331-1024

420 L STREET, SUITE 404
ANCHORAGE, ALASKA 99501
(907) 278-1969
TELECOPY (907) 278-1365

SEAFIRST FINANCIAL CENTER
SUITE 1480
SPOKANE, WASHINGTON 99201
(509) 624-2100
TELECOPY (509) 456-0146

1230 S.W. 1ST AVENUE, SUITE 300
PORTLAND, OREGON 97204
(503) 225-0815
TELECOPY (503) 248-9085

April 1, 1988

FILED

KING COUNTY, WASHINGTON

APR 4 1988

SUPERIOR COURT CLERK
BY CAROLYN RHOADS
DEPUTY

HAND DELIVERED

Bailiff
Chambers of the
Honorable Gary M. Little
Room W864, King Co. Courthouse
Seattle, Washington 98104

Re: Jorgensen v. Community Chapel & Bible Training Center
King Co. Cause No. 86-2-26360-8

Dear Sir:

This letter is to confirm that pursuant to the telephone conversation of my associate, Catherine Shaffer with you, plaintiff Maureen P. Jorgensen's motion for consolidation with Cause No. 86-2-18176-8 and for pre-assignment is scheduled for argument before the Honorable Gary M. Little on April 8, 1988, at 10:30 a.m.

Thank you for your assistance.

Very truly yours,

PRESTON, THORGRIMSON,
ELLIS & HOLMAN

By 
Susan Delanty Jones

SDJ:cjw

Enclosures

cc: Ms. Maureen Jorgensen
Michael J. Bond, Esq.
Jeffery Campiche, Esq.
Richard Adler, Esq.
Rodney Hollenbeck, Esq.

PGBRN003

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APR 05 1988

Hrg: 4/8/88
10:30 A.M.
Judge Little

Preston, Thorgimson, Ellis & Holman

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CLERK

COPY RECEIVED
APR 08 1988
EVANS, CRAVEN & LACKIE, P.S.

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

MAUREEN R. JORGENSEN,

Plaintiff,

v.

COMMUNITY CHAPEL AND BIBLE TRAINING)
CENTER, a Washington non-profit)
corporation and DONALD LEE)
BARNETT and BARBARA BARNETT,)
husband and wife, and the marital)
community composed thereof,)

Defendants.)

26360
NO. 86-2-26860-8

JOINDER IN MOTION FOR
CONSOLIDATION

COMES NOW the defendant Community Chapel & Bible Training Center, by its attorneys, and responds to plaintiff's motion for pre-assignment to Civil Track I and motion for consolidation.

The defendant will not, at this time, respond to the numerous false and misleading allegations contained in plaintiff's Motion for Consolidation with Cause No. 86-2-18176-8 and for Preassignment, the Affidavit of Jeffrey Campiche, and the Affidavit of Susan Delanty Jones except to state that there is nothing novel or difficult about the First Amendment to the United States Constitution which guarantees the free exercise of religion in this country.

////////

////////

JOINDER IN MOT/CONSOLIDATION - 1

LEE, SMART, COOK, MARTIN & PATTERSON, P.S. INC.
ATTORNEYS AT LAW
800 WASHINGTON BUILDING
1325 FOURTH AVENUE
SEATTLE, WASHINGTON 98101
(206) 624-7990

31

1 The Community Chapel joins in plaintiff's request that this
2 matter be consolidated for discovery purposes.

3 DATED this 5 day of April, 1988.

4 LEE, SMART, COOK, MARTIN &
5 PATTERSON, P.S., INC.

6 By Michael J. Bond
7 MICHAEL J. BOND
8 of Attorneys for Defendant
9 Community Chapel & Bible
10 Training Center

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APR 07 1988

Preston, Thorgrimson, Ellis & Holman

APR -7 1988 1:29

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

MAUREEN P. JORGENSEN)

Plaintiff,)

v.)

COMMUNITY CHAPEL AND BIBLE)
TRAINING CENTER, a Washington)
nonprofit corporation; and)
DONALD LEE BARNETT and BARBARA)
BARNETT, husband and wife, and)
the marital community composed)
thereof,)

Defendants.)

No. 86-2-26360-8

DEFENDANT BARNETTS'
OBJECTION TO
CONSOLIDATION

COMES NOW DEFENDANTS, Don and Barbara Barnett, through their undersigned counsel and object to plaintiffs motion for consolidation of the above entitled cause of action with Cause number 86-2-18176-8.

This objection is made upon the dissimilarity of the above entitled cause of action with previously consolidated actions for reasons more fully explained in Defendant Barnetts' Brief In Opposition To Consolidation filed herein.

DATED this 7th day of April, 1988.

EVANS CRAVEN & LACKIE

By Tim Donaldson
TIM DONALDSON
Attorney for defendants'
Barnett

OBJECTION TO
CONSOLIDATION : 1
15004881.70

Evans, Craven & Lackie, P.S.

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SEATTLE WASHINGTON 98104

(206) 386-5555

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APR 07 1988

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APR 11 1988

1988-7-11-1:29

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

MAUREEN P. JORGENSEN)

Plaintiff,)

No. 86-2-26360-8

v.)

DEFENDANT BARNETTS'
BRIEF IN OPPOSITION
TO CONSOLIDATION

COMMUNITY CHAPEL AND BIBLE)
TRAINING CENTER, a Washington)
nonprofit corporation; and)
DONALD LEE BARNETT and BARBARA)
BARNETT, husband and wife, and)
the marital community composed)
thereof,)

Defendants.)

COMES NOW DEFENDANTS, Don and Barbara Barnett, through their undersigned counsel and submit the following memorandum of points and authorities in opposition to plaintiff's motion for consolidation.

I. FACT AND PROCEDURE

A number of civil actions have been commenced against the Community Chapel and Bible Training Center and other defendants. Most of these actions have been consolidated before the Honorable Gary Little for purposes of Discovery.

In each of the consolidated actions, claims have been made for the alleged affect of the religious doctrine of spiritual connections upon church members, their spouses and families.

BRIEF OPPOSING
CONSOLIDATION : 1
15004881.80

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1 In the present action, plaintiff has brought claims for the
2 return of funds given to the church. Additionally, plaintiff has
3 thrown in a claim for the alleged affect of spiritual connections
4 upon her marriage to Dennis Pangburn. However, Mr. Pangburn has
5 not been added as a plaintiff upon these claims.

6 II. LAW AND ARGUMENT

7 Joinder is proper only if the parties wishing to join assert
8 claims arising out of the same transaction, occurrence, or series
9 of transactions or occurrences and there are material questions
10 of law or fact in common. CR 20 (a). Plaintiff's claims in the
11 present case are inapposite to the cases which were previously
12 consolidated. Unlike the consolidated cases, plaintiff does not
13 state claims for sexual misconduct. Her claims are for the
14 return of money which was given to the church. Plaintiff has
15 failed to meet the first requirement for joinder. She has failed
16 to allege claims arising out of the same transaction, occurrence,
17 or series of occurrences. See, Williams v. Maslan, 192 Wn. 616,
18 74 P.2d 217 (1937).

19 Plaintiff has made a claim in her complaint for the alleged
20 affect of spiritual connections upon her marriage. Defendants
21 object to usage of this claim as a basis for consolidation,
22 because this claim exists only in form and a cognizable claim has
23 not been stated. In Lund v. Caple, 100 Wn.2d 739, 745-748, 675
24 P.2d 675 (1984), the Washington Supreme Court held that such
25 claims constitute claims for alienation of affection regardless
26 of the way in which they are denominated. Further, the Court
27 held that such actions are barred when the lone spouse attempts

28 BRIEF OPPOSING
29 CONSOLIDATION : 2
30 15004881.80
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SEATTLE WASHINGTON 98104

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1 to sue without the other spouse. In the present case,
2 plaintiff's ex-husband has not been joined to claims based upon
3 spiritual connections. Consequently, plaintiff has failed to
4 state a legitimate claim based upon spiritual connections.

5 Both the affidavit of Jeffery Campiche and the affidavit of
6 Susan Delanty Jones submitted by plaintiff in support of joinder
7 stress the similarity of plaintiffs claims with the consolidated
8 actions stating each presents common issues through claims based
9 upon spiritual connections. The affidavit of Jeffery Campiche
10 states:

11 Common factual issues include the structure,
12 aims and nature of the Community Chapel Bible
13 Training Center ("CCBTC"), its conduct of
14 "spiritual connection" practices, and
15 submission to authority issues.

16 The affidavit of Susan Delanty Jones states:

17 Jorgensen's claim based on the destruction of
18 her marriage is virtually identical with that
19 of plaintiffs Dee Chabot and Ronald Kitchell
20 in Cause No. 86-2-18176-8. Plaintiffs
21 Ehrlichs, Dee Chabot, and Kitchells in Cause
22 No. 86-2-18176-8, like Jorgensen, allege
23 tithing a portion of their income to CCBTC.
24 Common to all plaintiffs in Cause No. 86-2-
25 18176-8 and Jorgensen are claims for
26 infliction of severe emotional distress
27 caused by defendants' "spiritual connection"
28 practices and publication of disparaging
29 remarks about plaintiffs to the CCBTC
30 congregation. More broadly, Cause No. 86-2-
31 18176-8 and this case are closely linked
32 because both arise out of defendants' course
of conduct in operating CCBTC so as to cause

BRIEF OPPOSING
CONSOLIDATION : 3
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1 grave financial, emotional and family damage
2 to those who trustingly devoted their lives
3 to its services, activities and practices.

4 However, these alleged similarities arise from claims which are
5 not cognizable without the joinder of plaintiff's ex-spouse.
6 Regardless of the denomination given to these claims by
7 plaintiff, they are for alienation of affections and are barred.
8 See, Lund v. Caple, 100 Wn.2d 739, 745-748, 675 P.2d 675 (1984).

9 Defendants resist the present motion for consolidation,
10 because plaintiff's basis for consolidation is claims which exist
11 in form rather than legal substance. Defendant recognizes this
12 court's present efforts to consolidate the cases involving
13 alleged sexual misconduct and the religious doctrine of spiritual
14 connections, but respectfully submit that the present case does
15 not present valid claims in this regard.

16 Further, parties may be added only upon such terms as are
17 just. CR 21. The purpose of consolidation in these cases has
18 been to create a manageable discovery which is not duplicative or
19 burdensome upon the parties. The claims made by plaintiff go far
20 beyond the scope of the cases presently consolidated. Plaintiff
21 has made claims based upon a note given to defendants in the
22 amount of \$480,000.00 and a gift in the amount of \$100,000.00.
23 The addition of these dissimilar claims only adds to the number
24 of issues in the cases which have been consolidated making
25 discovery that much more cumbersome and unmanageable. Defendants
26 respectfully ask that this court resist the consolidation of
27 additional claims which defeat the purpose for consolidation in
28 the first instance.

29 BRIEF OPPOSING
30 CONSOLIDATION : 4
31 15004881.80
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Evans, Craven & Lachic, P.S.

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SEATTLE WASHINGTON 98104

(206) 386-5555

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III. CONCLUSION

Consolidation should not be granted simply upon the basis of form over substance. Plaintiff's complaint simply creates similarity with actions previously consolidated through the form its allegations. In substance, plaintiff's complaint has failed to state legitimate claims which are similar.

The consolidation of the present case would only impede the manageability of discovery. Therefore, defendants' respectfully ask that plaintiff's motion be denied.

DATED this 7th day of April, 1988.

EVANS CRAVEN & LACKIE

By Tim Donaldson
TIM DONALDSON
Attorney for defendants'
Barnett

BRIEF OPPOSING
CONSOLIDATION : 5
15004881.80

Evans, Craven & Lackie, P.S.

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34th FLOOR COLUMBIA CENTER, 701 5th AVENUE
SEATTLE WASHINGTON 98104

(206) 386-5555

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SCOMIS code:

PREHRG DISPHRG HEARING
 POSTHRG MINUTE

Department No. 19
Date: April 8, 1988
Page 1 of 1

JUDGE: GARY M. LITTLE
BAILIFF: Dean Hamilton
COURT CLERK: Karen Barbano
REPORTER: Debra Haines

King County Cause No. B6-2-26360-3

Case Caption

Maureen Jorgensen
vs
Community Chapel and Bible Center, et al

Litigants and attorneys

Plaintiff not present but represented by counsel.
Susan Delanty Woods.
Defendant appearing by counsel, Rebecca Ringer
Defendant Barnett not present but represented by counsel.
Connie Gould.

Minute Entry

Plaintiff's motion for consolidation with case
number B6-2-18176-8.

The Court having heard argument of counsel
grants the motion for consolidation.

Order Signed.

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FILED
KING COUNTY, WASHINGTON

CIVIL TRACK 1

APR 11 1988

SUPERIOR COURT CLERK
BY LYNN DEWEESE, DEPUTY

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

MAUREEN P. JORGENSEN,	)	No. 86-2-26360-8
)	
Plaintiff,)	
	)	ORDER GRANTING MOTION
v.	)	FOR CONSOLIDATION WITH
	)	CAUSE NO. 86-2-18176-8
COMMUNITY CHAPEL AND BIBLE	)	AND FOR PREASSIGNMENT
TRAINING CENTER, et al.,)	
)	
Defendants.)	
)	

THIS MATTER having come before the Court on plaintiff's motion for consolidation and preassignment; the Court having considered plaintiff's motion, the affidavits of Susan Delanty Jones and Jeffery Campiche, a memorandum in support of the motion, and all papers filed herein; and the Court having heard the argument of counsel; now, therefore, it is hereby

ORDERED, ADJUDGED AND DECREED that this case be consolidated with Cause No. 86-2-18176-8 and preassigned to the Honorable Gary M. Little.

DONE IN OPEN COURT this 8th day of April, 1988.



JUDGE

ORDER GRANTING MOTION FOR CONSOLIDATION WITH CAUSE NO. 86-2-18176-8 AND FOR PREASSIGNMENT - 1

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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Presented by:

PRESTON, THORGRIMSON, ELLIS & HOLMAN

By Susan Delanty Jones
Susan Delanty Jones
Attorneys for Plaintiff,
Maureen P. Jorgensen

ORDER GRANTING MOTION FOR CONSOLIDA-
TION WITH CAUSE NO. 86-2-18176-8
AND FOR PREASSIGNMENT - 2

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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1988 JUL 20 1:36

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

1 MAUREEN R. JORGENSEN,)
2)
3 Plaintiff,)
4 v.)
5)
6 COMMUNITY CHAPEL AND BIBLE)
7 TRAINING CENTER, a Washington)
8 non-profit corporation and)
9 DONALD LEE BARNETT and BARBARA)
10 BARNETT, husband and wife, and)
11 the marital community composed)
12 thereof,)
13 Defendants.)

No. 86-2-26360-8

ANSWER OF DEFENDANTS
BARNETT TO PLAINTIFF'S
AMENDED COMPLAINT

I. ANSWER

1.1 Answering paragraph 2 defendants Barnett admit same.

1.2 Answering paragraphs 1 and 6, defendants Barnett deny same as they are without knowledge as to the allegations contained therein.

1.3 Answering paragraphs 3, 7, 8, 9, 13, 14, 15, 17, 20, 21, 22, 23, 25, 27, 28, 29 and 30, defendants Barnett deny same.

1.4 Answering paragraph 4, at all times material hereto, defendants Donald Lee Barnett and Barbara Barnett were husband and wife residing in King County, and Donald Lee Barnett was pastor of the Community Chapel Bible and Training Center. Insofar as paragraph 4 contains other and further factual allegations, defendants deny same.

1.5 Answering paragraph 5, at all times material hereto, Donald Lee Barnett and Barbara Barnett were principals, agents, employees or representatives of Community Chapel Bible and Training Center acting within the scope of their representation,

30 BARNETTS' ANSWER TO PLAINTIFF'S
31 AMENDED COMPLAINT : 1
32 150004881.20

35
Evans, Craven & Lachic
LAWYERS
34th FLOOR COLUMBIA CENTER 701 5th Avenue
SEATTLE WASHINGTON 98101
(206) 385-5344

1 employment or agency. Insofar as paragraph 5 contains other and
2 further factual allegations, defendants deny same.

3 1.6 Answering paragraph 10, defendants Barnett admit
4 plaintiff bestowed gifts to Community Chapel and Bible Training
5 Center in the amounts of \$100,000.00 and \$480,000.00. Insofar as
6 paragraph 10 contains other and further factual allegations,
7 defendants deny same.

8 1.7 Answering paragraph 11, defendants Barnett admit that
9 on December 1, 1975 plaintiff made a gift to the Community Chapel
10 and Bible Training Center in the amount of \$480,000.00. Insofar
11 as paragraph 11 contains other and further factual allegations,
12 defendants deny same.

13 1.8 Answering paragraph 12, the note provides in pertinent
14 part:

15 This note is secured by a mortgage of even date on real
16 property owned by maker.

17 Defendants admit that no mortgage was given. Insofar as
18 paragraph 12 contains other and further factual allegations,
19 defendants deny same.

20 1.9 Answering paragraph 16, defendants Barnett admit
21 Community Chapel and Bible Training Center did not pay
22 plaintiff's personal medical bills. Insofar as paragraph 16
23 contains other and further factual allegations, defendants deny
24 same.

25 1.10 Answering paragraph 18, defendants Barnett admit
26 plaintiff severed her ties with Community Chapel and Bible
27 Training Center in December of 1985, and that Donald Barnett
28 began to preach his sincere religious belief in the doctrine of
29 spiritual connections in 1985. Insofar as paragraph 18 contains
30 other and further factual allegations, defendants deny same.

31 BARNETTS' ANSWER TO PLAINTIFF'S
32 AMENDED COMPLAINT : 2
150004881.20

Evans, Crawford & Luckie, P.S.
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SEATTLE WASHINGTON 98104

(206) 386-5555

1 1.11 Defendants Barnett reallege each and every paragraph
2 of this answer as though fully set forth herein, in response to
3 paragraphs 19, 24 and 26 of plaintiff's amended complaint.
4 Insofar as paragraphs 19, 24 and 26 require further response,
5 defendants deny the same.

6 FOR FURTHER ANSWER and by way of affirmative defenses,
7 defendants allege as follows:

8 II. AFFIRMATIVE DEFENSES

9 2.1 At the insistence of plaintiff, all amounts given to
10 the Community Chapel and Bible Training Center were gifts.

11 2.2 This court lacks subject matter jurisdiction.

12 2.3 Plaintiff has failed to state a claim upon which relief
13 can be granted.

14 2.4 Plaintiff's damages, if any, were caused by her own
15 contributory fault.

16 2.5 Plaintiff has failed to mitigate her damages, if any.

17 2.6 Defendants' actions and beliefs are privileged under
18 section 5 and section 11 of Article 1 of the Constitution of the
19 State of Washington; amendment 4, and amendment 34 of the
20 Constitution of the State of Washington; amendment 1 to the
21 Constitution of the United States of America; and amendment 14 to
22 the Constitution to the United States of America.

23 2.7 Defendants are immune from liability through corporate
24 entities.

25 2.8 Plaintiff assumed the risk of her damages, if any.

26 2.9 Plaintiff's damages, if any were caused by persons over
27 whom defendants had no control.

28 2.10 Plaintiff's claims are barred by payment.

29 2.11 Plaintiff's claims are barred by failure of
30 consideration.

31 BARNETTS' ANSWER TO PLAINTIFF'S
32 AMENDED COMPLAINT : 3
150004881.20

Evans, Craven & Luckie, P.S.

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SEATTLE WASHINGTON 98104

(206) 386-5555

1 2.12 Plaintiff's claims are barred by applicable statutes
2 of limitation.

3 2.13 Plaintiff's claims are barred by laches.

4 2.14 Plaintiff's claims are barred by collateral estoppel
5 and/or res judicata.

6 2.15 Plaintiff's claims are barred by estoppel and/or
7 waiver.

8 2.16 All statements, if any, made by Donald Barnett were
9 privileged and true.

10 2.17 Plaintiff has failed to join necessary parties under
11 CR19.

12 WHEREFORE, having fully answered plaintiff's complaint, and
13 having asserted affirmative defenses thereto, defendants Barnett
14 request relief as follows:

15 1. That judgment is entered in favor of defendants against
16 plaintiff, and plaintiff take nothing;

17 2. That plaintiff's complaint be dismissed with prejudice;

18 3. That defendants be awarded reasonable costs and
19 attorneys fees herein;

20 4. For such other and further relief that this court deems
21 just and equitable.

22 DATED this 28th day of April, 1988.

23
24 EVANS CRAVEN & LACKIE, P.S.

25
26 By Tim Donaldson
27 TIM DONALDSON
28 Attorney for defendants Barnett

29
30
31 BARNETTS' ANSWER TO PLAINTIFF'S
32 AMENDED COMPLAINT : 4
150004881.20

Evans, Craven & Lackie, P.S.
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CLERK

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

MAUREEN P. JORGENSEN,)	No. 86-2-26360-8
)	
Plaintiff,)	
)	
vs.	)	PLAINTIFF'S FIRST
	)	INTERROGATORIES
COMMUNITY CHAPEL AND BIBLE	)	TO DEFENDANT RE
TRAINING CENTER, a Washington	)	INSURANCE COVERAGE
non-profit corporation,	)	AND RESPONSES THERETO
)	
Defendant.)	
)	

TO: Defendant, Community Chapel & Bible Training Center;
AND TO: Michael J. Bond, Attorney for Defendant.

Pursuant to Superior Court Civil Rules 26 and 33, plaintiff propounds the following interrogatories to defendant, Community Chapel and Bible Training Center ("Chapel"), and requests that the Chapel answer the following interrogatories in writing and under oath, and serve a copy upon the undersigned counsel at the offices of Preston, Thorgrimson, Ellis & Holman, 5400 Columbia Seafirst Center, Seattle, Washington 98104, within twenty (20) days after service hereof or at such other time and place as counsel for the respective parties may hereafter agree.

PLAINTIFF'S FIRST INTERROGATORIES TO
DEFENDANT RE INSURANCE COVERAGE - 1

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

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A. INSTRUCTIONS

These interrogatories are intended as continuing, requiring you to answer by supplemental answers, setting forth any information within the scope of the interrogatories that may be acquired by you or by your agents, attorneys, or representatives following your original answers, all as required by Civil Rule 26(e).

Space for your answers has been provided after each interrogatory. If the space provided for the answer is not sufficient, please attach additional pages to the page on which the answer is set forth.

If any part of the following interrogatories cannot be answered in full, answer to the extent possible, specifying the reason for your inability to answer the remainder, and state whatever information or knowledge you have concerning the unanswered portion.

Whenever appropriate in these interrogatories, the singular includes the plural number, and vice versa. The masculine includes the feminine and neuter genders. The past tense includes the present tense where the clear meaning is not distorted by change of tense.

If you do not answer any interrogatory because of a claim of privilege, set forth the privilege claimed and the facts upon which you rely to support the claim of privilege.

PLAINTIFF'S FIRST INTERROGATORIES TO
DEFENDANT RE INSURANCE COVERAGE - 2

B. DEFINITIONS

As used in these interrogatories, the following terms have the following meanings:

1. "You" and "your" shall refer to and include the party to whom this discovery is directed, its attorneys, agents, investigators, accountants, and employees.

2. "Person" shall mean any natural individual, corporation, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission or other such entity.

3. "Representative" shall mean any and all past or present agents, employees, servants, officers, directors, attorneys, or other persons acting or purporting to act on behalf of another.

4. "Document" shall mean any original written, typewritten, handwritten, printed, taped, filmed, videotaped, or graphic matter, however produced or reproduced, now or at any time in your possession, custody, or control; and, without limiting the generality of the foregoing definition, but for the purpose of illustration only, "document" includes papers, agreements, notes, correspondence, memoranda, business records, minutes, ledgers, diaries, calendars, address and telephone records, messages, telegrams, cables, photographs, tape recordings, transcriptions, reports, financial and bank statements, applications, computer printouts, invoices, receipts, purchase orders, and billing or credit memoranda.

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INTERROGATORY NO. 4: Has any insurer accepted coverage for a claim made by the Chapel arising out of the allegations of plaintiff's complaint? If so, identify any and all such insurer(s); identify the insurance policy or policies; and identify any and all documents which reflect, refer, or relate to such acceptance.

ANSWER:

No. See answer to Interrogatory No. 2.

INTERROGATORY NO. 5: Has any insurer accepted coverage for a claim made by the Chapel arising out of the allegations of plaintiff's complaint with reservation of rights? If so, please identify any and all such insurer(s); identify the insurance policy or policies; and identify any and all documents which reflect, refer, or relate to this acceptance with reservation of rights.

ANSWER:

No. See answer to Interrogatory No. 2.

1 INTERROGATORY NO. 6: Has any insurer investigated your
2 claim for coverage arising out of the plaintiff's complaint? If
3 so, identify each such insurer(s); identify the insurance policy
4 or policies; and identify any and all documents which reflect,
5 refer or relate to such investigation.

6 ANSWER:

7 No. See answer to Interrogatory No. 2.
8
9
10

11 INTERROGATORY NO. 7: Identify any and all exclusions under
12 which any insurer providing coverage for the claims asserted
13 against the Chapel in plaintiff's complaint intends to deny
14 coverage. Identify the insurer, and any and all documents which
15 reflect, refer or relate to these exclusions.

16 ANSWER:

17 No. See answer to Interrogatory No. 2.
18
19

20 INTERROGATORY NO. 8: Did you make a written report to an
21 insurance company regarding the claims against the Chapel
22 asserted in plaintiff's complaint?

23 ANSWER:

24 No. See answer to Interrogatory No. 2.
25
26

1 INTERROGATORY NO. 9: If the answer to Interrogatory No. 8
2 is "yes", for each report state:

3 a. The name and address of the insurance company to which
4 it was submitted; and

5 b. The date it was submitted to the insurance company.

6 ANSWER:

7 Not applicable.
8
9

10 INTERROGATORY NO. 10: Do you have in your possession or
11 under your control a copy of the report or reports listed in
12 your answer to the preceding interrogatory?

13 ANSWER:

14 Not applicable.
15
16

17 INTERROGATORY NO. 11: Did you make an oral report to an
18 insurance company regarding the claims against the Chapel
19 asserted in plaintiff's complaint? If so, for each such report,
20 state:

21 a. The date made;

22 b. The place made;

23 c. The name of the person who made it;

24 d. The name and address of the insurance company to which
25 it was made;
26

1 e. The name, address, and telephone number of the insur-
2 ance company representative to whom it was made; and

3 f. The substance of the report.

4 ANSWER:

5 No. See answer to Interrogatory No. 2.
6
7

8 INTERROGATORY NO. 12: Did you have an insurance broker(s)
9 at the time of the filing of plaintiff's complaint? If so,
10 what is, or was, the name, address, and telephone number of your
11 insurance broker(s)?

12 ANSWER:

13 No. See answer to Interrogatory No. 2.
14
15

16 INTERROGATORY NO. 13: Did you make an oral or written
17 report to your insurance broker(s) regarding the claims against
18 the Chapel asserted in plaintiff's complaint? If so, state:

- 19 a. When you made your report;
20 b. The form of the report made; and
21 c. The reason you made the report.

22 ANSWER:

23 No. See answer to Interrogatory No. 2.
24
25
26

1 INTERROGATORY NO. 14: Do you have any document evidencing
2 the existence or submission of such oral report to your
3 broker(s)?

4 ANSWER:

5 No. See answer to Interrogatory No. 2.
6
7

8 INTERROGATORY NO. 15: Do you have any other form or source
9 of reimbursement for a potential judgment against the Chapel
10 arising from plaintiff's claims against the Chapel? If so,
11 identify:

- 12 a. The form or forms of such additional payment; and
13 b. The amounts available for such payment.

14 ANSWER:

15 No.
16
17

18 INTERROGATORY NO. 16: If you have ever been a party, as
19 either a plaintiff or defendant, to any civil suit, bankruptcy,
20 arbitration or administrative action, please state the
21 following:

- 22 a. The date and place the action was filed;
23 b. The court, arbitration board or administrative agency
24 before which the action was brought;
25 c. Whether you were plaintiff or defendant;
26

- d. The cause or identifying file number;
- e. The names of all parties thereto;
- f. The name of your attorney; and
- g. The disposition, including amount of settlement or judgment, if any.

ANSWER:

Yes.

(Continued on page 10A)

INTERROGATORIES dated this 5 day of November, 1987.

PRESTON, THORGRIMSON, ELLIS & HOLMAN

By Susan Delanty Jones
 Susan Delanty Jones
 Attorneys for Plaintiff, Maureen P. Jorgensen

ANSWERS dated this 19 day of December, 1987.

LEE, SMART, COOK, MARTIN & PATTERSON, P.S., INC.

By Michael J. Bond
 Michael J. Bond
 Attorneys for Defendant

1 RESPONSE TO INTERROGATORY NO. 16 CONTINUED:

2 Cause No. 86-2-02792-6; Pierce County Superior Court
3 Ira Gabrielson and Carol Gabrielson v. Community Chapel & Bible
4 Training Center, et al
5 Filed April 30, 1986
6 No disposition as yet
7 Attorney for defendant: Michael J. Bond

8 Cause No. 86-2-18176-8; King County Superior Court
9 Kathy Lee Butler, et al v. Community Chapel & Bible Training Center,
10 et al
11 Filed July 31, 1986
12 No disposition as yet
13 Attorney for defendant: Michael J. Bond

14 Cause No. 86-2-18429-5; King County Superior Court
15 Sandy Ehrlich and Michael Ehrlich, et al v. Community Chapel & Bible
16 Training Center, et al
17 Filed July 31, 1986
18 No disposition as yet
19 Attorney for defendant: Michael J. Bond

20 Cause No. 87-2-16506-0; King County Superior Court
21 Wayne Snoey v. Community Chapel & Bible Training Center
22 Filed September 22, 1987
23 No disposition as yet
24 Attorney for defendant: James Leach of Leach, Brown & Andersen

25 Cause No. 87-2-14919-6; King County Superior Court
Filed August 27, 1987
No dispositin as yet
Attorney for defendant: Michael J. Bond

Cause No. 86-2-18282-9; King County Superior Court
Gary Lien v. Community Chapel & Bible Training Center, et al
Filed July 31, 1986
No disposition as yet
Attorney for defendant: James Leach of Leach, Brown & Andersen

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PLAINTIFF'S FIRST INTERROGATORIES TO
DEFENDANT RE INSURANCE COVERAGE - 10A

LEE, SMART, COOK, MARTIN & PATTERSON, P.S., INC.
ATTORNEYS AT LAW
800 WASHINGTON BUILDING
1325 FOURTH AVENUE
SEATTLE, WASHINGTON 98101
(206) 624-7880

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

FILED

1988 DEC 14 PM 1:36

MAUREEN P. JORGENSEN,

Plaintiff
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

86-2-18176-8

86-2-18429-5

No. 86-2-26360-8 ✓

(CONSOLIDATED)
NOTICE OF DEPOSITION CONTINUATION
UPON ORAL EXAMINATION

v.

COMMUNITY CHAPEL & BIBLE
TRAINING CENTER; et al.,

Defendants.

TO: All Parties

and to: _____

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the testimony of

MAUREEN P. JORGENSEN, Plaintiff will be taken upon

Oral Examination at the instance and request of the defendant CCBTC in the

above-entitled and numbered action, before a Notary Public, at 5400 Columbia SeaFirst
Center, 701 Fifth Ave.

Seattle, Washington, on Thursday the 22nd day of December 19 88,

commencing at the hour of 9:00 o'clock A.M.; the said Oral Examination to be

subject to continuance or adjournment from time to time or place until completed, and to be taken on

the ground and for the reason the said witness will give evidence material to the establishment of the

defendants' case.

DATED this 12th day of December, 19 88

Office, Post Office Address and
Telephone of Attorneys Issuing Notice:

Lee, Smart, Cook, Martin
& Patterson
800 Washington Building
Seattle, WA 98101
624-7990

Michael J. Bond
MICHAEL J. BOND
Attorneys for Defendnat CCBTC

Rough & Associates
Incorporated
COURT REPORTERS

405 SEATTLE TOWER
SEATTLE, WASHINGTON 98101
(206) 682-1427

NON-TRIAL

SCOMIS code:

PREHRG DISPHRG HEARING
 POSTHRG MINUTE STTLCNF

Department No. 25
Date: January 6, 1989
Page 1 of 2

JUDGE: John W. Riley
BAILIFF: Beth Custer
COURT CLERK: Melissa Keating
REPORTER: Victoria Raccagno

King County Cause No. 88-2-18321-0
88-2-04615-8
86-2-26360-8 ✓
86-2-18429-5
86-2-18176-8 consolidated
87-2-14919-6

Case Caption

Kathy Lee Butler et al vs. Donald Barnett et al

Litigants and attorneys

Michael Bond for Defendant CCBTC, Bruce Winchell for Plaintiff American Casualty, Jeff Campiche for Plaintiff Butler, Susan Jones for Plaintiff Jorgenson, Ann Durham for Plaintiff Ehrlich, John Graffe for Defendant Alstco, John Glassman for Defendant CCBTC, Tim Donaldson for Defendant Barnett, and Don Gulliford for Plaintiff St. Paul Fire and Marine

Minute Entry

Plaintiff American Casualty Company motion for partial summary judgment.

Respective Counsel make oral argument.

The Court denies the motion without prejudice.

Respective Counsel discuss scheduling problems. The Court orders that if Respective Counsel are unable to agree, this matter shall be resolved on January 13, 1989 at 3:30 p.m.

sub #

38

K.C. Cause No. 86-2-18176-8
Caption: Butler v. Barnett

Date: 1-6-89
Reporter: _____

Page 2 of 2

Minute Entry

Dept. 25

Pre-Trial Conference set for
February 23, 1989 at 3:00 p.m.

No Order Signed.

x

x

x

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

MAUREEN P. JORGENSEN

Plaintiff,

v.

COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, a Washington non profit organization,

Defendant.

NO. 86-2-26360-8

NOTICE OF WITHDRAWAL AND SUBSTITUTION OF ATTORNEYS

TO: Clerk of the Court

AND TO: All Parties:

YOU, AND EACH OF YOU, ARE HEREBY NOTIFIED that the undersigned Michael J. Bond, LEE, SMART, COOK, MARTIN & PATTERSON, P.S. INC.

hereby withdraw as attorney for defendant _____

Community Chapel and Bible Training Center

in the above-entitled action and consent to the substitution of the undersigned Robert Rohan & J. Ronald Sim of Schweppe, as attorney for

said defendant .

DATED this 27 day of January, 1989.

Robert J. Rohan
Robert Rohan

Michael J. Bond
Michael J. Bond

J. Ronald Sim
J. Ronald Sim

LEE, SMART, COOK, MARTIN & PATTERSON, P.S., INC.
ATTORNEYS AT LAW
800 WASHINGTON BUILDING
1325 FOURTH AVENUE
SEATTLE, WASHINGTON 98101
(206) 624-7990

NON-TRIAL

SCOMIS code:

PREHRG DISPHRG HEARING
 POSTHRG MINUTE STTLCNF

Department No. 25

Date: February 6, 1989

Page 1 of 1

JUDGE: John W. Riley

BAILIFF: Beth Custer

COURT CLERK: Melissa Keating

REPORTER: Raelene Semago

King County Cause No. 86-2-26360-8
88-2-18321-0
88-2-04615-8
86-2-18429-5
86-2-18176-3 consolidated
87-2-14919-6

Case Caption

Kathy Lee Butler et al vs. Donald Barnett et al

Litigants and attorneys

Bruce Winchell appearing for Plaintiff American Casualty, Don Gulliford appearing for St. Paul Fire and Marine, Susan Jones appearing for Plaintiff Jorgenson, Ann Durham appearing for Plaintiff Ehrlich, J. Ronald Sim and Robert Bohan for Defendant CCBTC, Craig McIvor and Jack Rosenow for Defendant Alskog

Minute Entry

Plaintiff Ehrlich motion in opposition to withdraw as legal counsel.

Respective Counsel and the Court discuss scheduling.

Respective Counsel make oral arguments.

Defendant CCBTC motion to extend discovery cut off date. The Court reserves ruling.

Plaintiff Ehrlich motion in opposition to withdraw as legal counsel. The Court reserves ruling.

No Order Signed. X X X

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D/H

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

FILED

MAUREEN P. JORGENSEN,

NO. 86-2-25350-9

1989 APR -2 11 8 55
 KING COUNTY
 SUPERIOR COURT CLERK
 SEATTLE, WA

PLAINTIFF

v.

AFFIDAVIT OF SERVICE

COMMUNITY CHAPEL AND BIBLE TRAINING
 CENTER, A WASHINGTON NON-PROFIT
 CORPORATION, ET AL.,

DEFENDANT

STATE OF WASHINGTON)
 COUNTY OF KING) SS.

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH DEPOSES AND SAYS: THAT HE IS NOW AND AT ALL TIMES HEREIN MENTIONED WAS A CITIZEN OF THE UNITED STATES AND RESIDENT OF THE STATE OF WASHINGTON, OVER THE AGE OF TWENTY-ONE YEARS, NOT A PARTY TO OR INTERESTED IN THE ABOVE ENTITLED ACTION AND COMPETENT TO BE A WITNESS THEREIN.

THAT ON 03/27/89 AT 3:08P M., AT THE ADDRESS OF:
 19303 FREMONT AVENUE NORTH, SEATTLE, WA WITHIN KING
 COUNTY, WASHINGTON, THIS AFFIANT DULY SERVED THE FOLLOWING DOCUMENT(S):
 SUBPOENA, LETTER

IN THE ABOVE-ENTITLED ACTION UPON DR. CLAUDE D. MCCOY
 CHRISTA COUNSELING SERVICE
 BY THEN AND THERE DELIVERING A TRUE AND CORRECT COPY OF THE ABOVE DOCUMENTS
 INTO THE HANDS OF AND LEAVING SAME WITH DR. CLAUDE D. MCCOY

AFFIANT FURTHER STATES THAT HE IS INFORMED AND BELIEVES, AND THEREFORE ALLEGES, THAT NEITHER OF SAID DEFENDANTS IS IN THE MILITARY SERVICE OF THE UNITED STATES.

Kurt Schlossstein
 KURT SCHLOSSTEIN

RETURN FEE	5.00
SERVICE	6.00
MILEAGE	9.50
LOCATE FEE	10.00
MISC. FEE	
TOTAL	\$ 30.50

SUBSCRIBED AND SWORN BEFORE ME THIS 29th DAY OF MARCH, 19 89.

DM G...
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT SEATTLE.



219 S. Washington Street
 Seattle, Washington 98104
 (206) 622-8363

110
 114

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

MAUREEN P. JURGENSEN,

PLAINTIFF

v.

COMMUNITY CHAPEL AND BIBLE TRAINING
 CENTER, A WASHINGTON NON-PROFIT
 CORPORATION, ET AL.,

DEFENDANT

FILED
 1989 MAR 29 4:18 PM
 SUPERIOR COURT
 KING COUNTY
 WASHINGTON

NO. 86-2-26360-11

AFFIDAVIT OF SERVICE

STATE OF WASHINGTON)
 COUNTY OF KING) SS.

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH DEPOSES AND SAYS: THAT HE IS NOW AND AT ALL TIMES HEREIN MENTIONED WAS A CITIZEN OF THE UNITED STATES AND RESIDENT OF THE STATE OF WASHINGTON, OVER THE AGE OF TWENTY-ONE YEARS, NOT A PARTY TO OR INTERESTED IN THE ABOVE ENTITLED ACTION AND COMPETENT TO BE A WITNESS THEREIN.

THAT ON 03/27/89 AT 2:42P M., AT THE ADDRESS OF:
 3605- 132ND SOUTHEAST, BELLEVUE, WA WITHIN KING
 COUNTY, WASHINGTON, THIS AFFIANT DULY SERVED THE FOLLOWING DOCUMENT(S):
 NOTICE OF DEPOSITION OLD STONE BANK, SUBPOENA, \$10.00 WITNESS FEE CHECK

IN THE ABOVE-ENTITLED ACTION UPON OLD STONE BANK
 ADMINISTRATIVE OFFICES
 BY THEN AND THERE DELIVERING A TRUE AND CORRECT COPY OF THE ABOVE DOCUMENTS
 INTO THE HANDS OF AND LEAVING SAME WITH WANDA BRITTS, CORPORATE SECRETARY

AFFIANT FURTHER STATES THAT HE IS INFORMED AND BELIEVES, AND THEREFORE ALLEGES, THAT NEITHER OF SAID DEFENDANTS IS IN THE MILITARY SERVICE OF THE UNITED STATES.

Jeff Miller

 JEFF MILLER

RETURN FEE 5.00
 SERVICE 6.00
 MILEAGE 9.50
 LOCATE FEE 0.00
 MISC. FEE
 TOTAL \$ 20.50

SUBSCRIBED AND SWORN BEFORE ME THIS 29th DAY OF
 March, 19 89.

L. E. Vanner

 NOTARY PUBLIC IN AND FOR THE STATE OF
 WASHINGTON, RESIDING AT SEATTLE.



219 S. Washington Street
 Seattle, Washington 98104
 (206) 622-8363

FILED
KING COUNTY, WASHINGTON
APR 4 1989
SUPERIOR COURT CLERK
MELISSA R. KEATING
DEPUTY

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

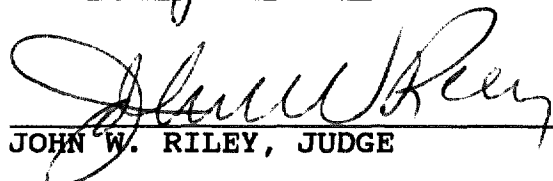
MAUREEN P. JORGENSEN,)
) NO. 86-2-26360-8
)
) Plaintiff,) MEMORANDUM ORDER
)
) v.)
)
) COMMUNITY CHAPEL AND BIBLE)
) TRAINING CENTER, a Washington)
) non-profit corporation, et al.,)
)
) Defendants.)

The pending CR 12(b)6 motion submitted by certain defendants poses important issues which might be resolved pursuant to CR 56 procedures on summary judgment with reasonable opportunity to the plaintiff to present all material pertinent to the motion as one for summary judgment.

Accordingly, plaintiff shall submit on or about April 12, 1989 a concise statement of contentions of fact relied upon by them together with affidavits or appropriate documents in support of such contentions of fact which bear on the defendants' motion.

Moving parties shall submit any responsive contentions and supporting affidavits or documents on or before April 19, 1989.

DATED this 4 day of April, 1989.



JOHN W. RILEY, JUDGE

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JH

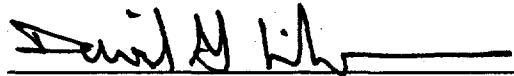
1 3. Attached as Exhibit A hereto is a true and correct copy
2 of the Petition for Guardian of Estate in Cause No. G-4419 filed
3 on May 2, 1975.

4 4. Attached as Exhibit B hereto is a true and correct copy
5 of Petitioner's Memorandum of Authority in Support of Petition
6 for Letters in Cause No. G-4419 filed on October 16, 1975.

7 5. Attached as Exhibit C hereto is a true and correct copy
8 of Memorandum Submitted by Maureen I'Anson in Cause No. G-4419
9 filed on October 16, 1975.


10 6. Attached as Exhibit D hereto is a true and correct copy
11 of the Judgment in Cause No. G-4419 filed on October 21, 1975.

12 7. Attached as Exhibit E hereto is a true and correct copy
13 of the Second Amended Complaint of Maureen P. Jorgensen for
14 Damages and Equitable Relief filed on December 7, 1988 herein.

15
16 
17 _____
18 David G. Knibb

19 STATE OF WASHINGTON)
20) ss.
21 COUNTY OF KING)

22 Signed and sworn to before me on this 12th day of April,
23 1989 by David G. Knibb.

24 
25 _____
26 Notary Public in and for the
State of Washington, residing
at Redmond.

My appointment expires on: 12/23/92

0147-005\A041489.JBS

EXHIBIT A

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

In the Matter of the Guardianship)	IN PROBATE
of)	NO. <u>G 4419</u>
MAUREEN I'ANSON,)	PETITION FOR GUARDIAN OF
An Incompetent.)	ESTATE

COMES NOW Thomas I'Anson and petitioning for the appointment of a guardian of the estate of Maureen I'Anson, shows the following:

1. Thomas I'Anson, the petitioner resides at 4014 Hunts Point Road, Bellevue, Washington and is the natural father of Maureen I'Anson.
- ① 2. Maureen I'Anson is of legal age and a resident of King County, Washington.
- ② 3. Maureen I'Anson is an incompetent person who is incapable of managing her property by reason of mental illness or by reason of other mental incapacity.
- ④ 4. No person is now qualified as guardian^{a limited guardian.} of the person or estate of Maureen I'Anson in the State of Washington or in any other jurisdiction.
- ⑤ 5. Petitioner seeks the appointment of any bank or trust company doing business in the City of Seattle to be guardian of the estate provided the guardian appointed by this court will signify its willingness to act.
6. The persons, so far as known by petitioner, who are

Petition for Gdn. of
Estate - page 1.

SCHWEPPE, DOOLITTLE, KRUG, TAUSEND
BEEZER & BEIERLE
1600 PEOPLES NATIONAL BANK BUILDING
1415 FIFTH AVENUE
SEATTLE, WASHINGTON 98171
223-1800

1 most closely related to Maureen I'Anson by blood or marriage are
2 the following:

3 (a) Thomas I'Anson (father)
4 4014 Hunts Point Road
5 Bellevue, Washington

6 (b) Marilyn I'Anson (mother)
7 11141 N. E. 62nd
8 Kirkland, Washington

9 7. Maureen I'Anson is not now in the care or custody of
10 any person or institution.

11 8. At a time when Maureen I'Anson was a minor, she was
12 involved in an automobile accident in the State of Alaska.
13 Maureen I'Anson sustained severe personal injury including the
14 loss of function in each of her limbs in such accident. As a
15 result of the injuries sustained and after lengthy legal pro-
16 ceedings including an appeal to the Supreme Court of Alaska,
17 the petitioner and his attorneys were successful in recovering
18 a sum in excess of one million dollars for and on behalf of
19 Maureen I'Anson. The said settlement proceeds have been dimin-
20 ished by the payment of costs, attorneys fees and by the de-
21 livery of \$34,200 to Maureen I'Anson. The balance of the settle-
22 ment proceeds are now invested in an interest bearing certi-
23 ficate of deposit under an agreement entered into March 25,
24 1975, by and between Maureen I'Anson, Thomas I'Anson and
25 Pacific National Bank of Washington as trustee. Said trust
26 agreement may be terminated or modified by agreement of the
27 parties or by an order of this court.

28 10. Subject to certain claims of Thomas I'Anson for in-
29 terest, reimbursement of expenses and for services rendered,
30 the settlement proceeds constitute a fund which will be re-
31 quired to pay for the medical treatment, nursing care, support

Petition for Gdn. of
Estate - page 2.

SCHWEPPE, DOOLITTLE, KRUG, TAUSEND
BEEZER & BEIERLE
1000 PEOPLES NATIONAL BANK BUILDING
1415 FIFTH AVENUE
SEATTLE, WASHINGTON 98171
222-1800

11600066

1 and maintenance of Maureen I'Anson for the balance of her
2 natural life.

3 11. Maureen I'Anson has consulted with spiritual ad-
4 visors and others and believes that her medical condition will
5 improve to the point where she will no longer be totally and
6 permanently disabled. In accordance with these views and the
7 religious convictions of Maureen I'Anson, she believes that
8 the settlement proceeds, or at least \$540,000 of such proceeds,
9 should be contributed to Community Chapel & Bible Training
10 Center, a Washington non-profit corporation, located at 18635
11 8th Avenue South, Seattle, Washington. A contribution of the
12 magnitude contemplated by Maureen I'Anson will cause her to
13 become either a charge on the bounty of her relatives or a
14 ward of the State, all in violation of petitioner's express
15 purpose and understanding with Maureen I'Anson in obtaining
16 an adequate personal injury settlement to assure the financial
17 security of his daughter.

18 WHEREFORE, petitioner prays that the court appoint a
19 suitable and proper guardian of the estate of Maureen I'Anson.

20
21 SCHWEPPE, DOOLITTLE, KRUG,
22 TAUSEND, BEEZER & BEIERLE

23 BY: _____
24 ROBERT R. BEEZER
25 Attorneys for Petitioner

26 STATE OF WASHINGTON)
27 COUNTY OF KING) SS.

28 THOMAS I'ANSON, being first duly sworn on oath deposes and
29 says: He is the petitioner named in the above matter; he has

30
31 n.
Petition for Gdn. of
Estate - page 3.

SCHWEPPE, DOOLITTLE, KRUG, TAUSEND
BEEZER & BEIERLE
1000 PEOPLES NATIONAL BANK BUILDING
1418 FIFTH AVENUE
SEATTLE, WASHINGTON 98101
223-1800

11600067

1 read the within and foregoing Petition for Guardian of Estate,
2 knows the contents thereof and believes the same to be true.

3

4

THOMAS I'ANSON

5

6 SUBSCRIBED AND SWORN to before me this 30 day of

7

April, 1975.

8

9

ROBERT P. BEEZER
NOTARY PUBLIC in and for the State
of Washington residing at Seattle.

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31 Petition for Gdn. of
Estate - page 4.

SCHWEPPE, DOOLITTLE, KRUG, TAUSEND
BEEZER & BEIERLE
1600 PEOPLES NATIONAL BANK BUILDING
1418 FIFTH AVENUE
SEATTLE, WASHINGTON 98171
222-1200

11600068



SECRET

FILED

KING COUNTY, WASHINGTON

OCT 16 1975

BETTY J. MULLEN
BY LORETTA M. PYNE
DEPUTY

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

In the Matter of the Guardianship)
of) IN PROBATE
MAUREEN I'ANSON,) NO. **G-4419**
An Incompetent) PETITIONER'S MEMORANDUM
OF AUTHORITY IN SUPPORT
OF PETITION FOR LETTERS

Maureen I'Anson Pangburn, during her minority, was involved in an automobile collision as a result of which she is now a quadraplegic. After several years of litigation including an appeal to the Supreme Court of Alaska, insurance settlements generated in excess of \$650,000 in damages. These funds are now available for distribution to Maureen. All attorneys fees and costs of suit have been paid.

The compensation which Maureen I'Anson will receive is a recognition by the insurance carrier of the fact that jury verdicts of great magnitude reflect the basic compassion of society when confronted with a severely injured person. However, an unfortunate aspect of large lump sum payments to successful plaintiffs is that, in many instances, if not most, the plaintiff is unsophisticated and tends to fall prey to unwise investments. Accordingly, many such plaintiffs who have been compensated with a view toward assuring their financial security throughout the balance of a life of physical disability are impoverished within a year or two, and, hence, the course of justice is frustrated. Neither the laws of Washing-

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1 ton and Alaska nor the law of any other jurisdiction make
2 periodic payment of such compensation mandatory. Conservator-
3 ships are designed to protect the improvident in some juris-
4 dictions.

5 In the instant case, Maureen I'Anson has repeatedly ex-
6 pressed the intention to divest herself of a substantial portion
7 of her damage award and to give such proceeds to the Community
8 Chapel and Bible Training Center which was incorporated in the
9 State of Washington on or about November 2, 1967. Such a gift
10 will completely defeat the interests of society and of Maureen
11 I'Anson. Such a gift will completely defeat the purposes for
12 which the law has made compensation available. Such a gift will
13 constitute a breach of fiduciary duty which Maureen I'Anson owes
14 to society. If impoverished after the making of such a gift,
15 the donor may well become a charge to public welfare or de-
16 pendent upon the good will of her family for necessary support
17 and care.

18 We suggest that this court fashion a remedy which recog-
19 nizes the basic interests of Maureen, her church, her family
20 and society. We suggest periodic disbursement of such funds
21 subject to the continuing equitable jurisdiction of this court.
22 To accomplish this it is necessary to have a guardian of her
23 estate, and such an appointment is proper.

24 I. GUARDIANSHIP

25 The authority for appointment of guardians is codified
26 at RCW 11.88.010 which says:

27 The superior court of each county shall have power
28 to appoint guardians for the persons and estates, or
29 either thereof, of incompetent persons resident of
the county, and guardians for the estates of all
such persons who are nonresidents of the state but

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1 who have property in such county needing care and
2 attention.

3 An "incompetent" is any person who is either

4 (1) Under the age of majority, as defined in
5 RCW 11.92.010, or

6 (2) Incapable by reason of insanity, mental
7 illness, imbecility, idiocy, senility,
8 habitual drunkenness, excessive use of
9 drugs, or other mental incapacity, of
10 either managing his property or caring for
11 himself or both.

12 Opinions of the Washington Supreme Court have consistently
13 interpreted RCW 11.88.010 to permit the appointment of a guard-
14 ian for the estate of a person who is incapable of managing his
15 property by reason of mental unsoundness. It is not necessary
16 to find mental illness to a degree requiring committment.

17 In re Ervay, 64 Wash. 138, 116 Pac. 591 (1911) is concerned
18 with a person who was severely influenced by spiritual advisers.
19 Approving the appointment of a guardian, the court says (p.140):

20 Mrs. Ervay seems unable to resist the blandish-
21 ments of those who approach her professing an
22 interest in her spiritual welfare. She first
23 became a victim of a so-called spiritual medium,
24 who soon possessed himself of all her ready
25 cash and a power of attorney from her authorizing
26 him to transact her general business. It was only
27 by the interference of her family that the in-
28 fluence of the person over her was counteracted
29 and the management of her property returned to her
30 own hands. Later she met with a discredited bap-
31 tist preacher who succeeded in obtaining from her
32 large sums of money, ostensibly for church work,
33 but which seem to have been largely retained by the
34 preacher for his own private use. These, with other
35 matters appearing in the record, make it clear to
36 our minds that unless the management of her affairs
37 is conducted through the courts her considerable
38 fortune will be taken from her and she will become
39 either a charge on the bounty of her relatives or
40 a ward of the state. The orders appealed from should
41 be affirmed, and it is so directed. (Emphasis added).

42 In re Bayer's Estate, 101 Wash. 694, 172 Pac. 842 (1918),
43 lays down the classic test employed to determine the need for
44 a guardian and at page 695, the court says:

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1 The rule which is generally supported by the
2 authorities is stated in 22 Cyc., page 1139,
as follows:

3 "Generally speaking the test of whether a
4 guardian should be appointed for the estate of
5 a person is whether mental unsoundness exists
6 to such a degree that he is incapable of con-
7 ducting the ordinary affairs of life, so that
8 to leave his property in his possession and
control would render him liable to become the
victim of his own folly or of the fraud of
others. It is not necessary in most states
that the person should be an idiot or a lunatic
in the strict sense of those terms. . ."

9 After discussing conduct showing the susceptibility of Mrs.
10 Bayer to irrational business transactions, the court continues
11 (p. 698):

12 It is not claimed, either by her or by her brother,
13 who was the beneficiary of the transaction, that
14 it was intended to be anything else than a pure
15 business transaction. An improvident business
16 transaction may be competent evidence in support
17 of an application for a guardianship, and should
be taken into consideration, in connection with
all the other evidence in the case, in determining
the question of mental incompetency. Shelby v.
Farve, 33 Okl. 651, 126 Pac. 764; In re Chappel's
Estate, 189 Mich. 526, 155 N. W. 569.

18 In the case last cited it was said:

19 "An improvident business transaction may be
20 competent evidence in support of an application
21 for guardianship; most of the acts of a respondent
22 in such a case are competent as going to show
23 the mental condition. But such an improvident
act becomes cogent proof of mental incompetency
only as it is reinforced and explained by other
facts and circumstances".

24 The court, in In re Pfeiffer, 10 Wn.2d 703, 118 P.2d 158
25 (1941), makes the distinction between insanity and the dis-
26 ability sufficient to support the appointment of a guardian.
27 Even though Mr. Pfeiffer was found sufficiently competent to
28 be discharged from the state mental hospital, the court finds
29 the continuation of guardianship proper. At page 716 the court
30 says:

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1 We have recognized in this state the difference
2 between "insanity" and mental competency to handle
3 one's business affairs. In the case of In re
4 Bayer's Estate, 101 Wash. 694, 172 Pac. 842, we
5 reversed an order of the lower court refusing to
6 appoint a guardian for an incompetent person,
7 therein stating:

8 "The question to be determined upon this appeal is
9 not whether Mrs. Bayer was insane, but whether she
10 was incapable of managing her business affairs by
11 reason of mental unsoundness."

12 The same guardianship matter was again before us
13 in 111 Wash. 276, 190 Pac. 323, and we again re-
14 versed an order of the lower court holding that
15 the guardian should be discharged. We there
16 stated:

17 "We do not think it profitable to discuss the
18 evidence at length. It was directed mainly to
19 the question of the sanity of Mrs. Bayer. While
20 it establishes, in our opinion, the fact that she
21 is not insane in the sense that she requires con-
22 finement, or requires the supervision of a guard-
23 ian over her person, we think it falls far short
24 of establishing that she is competent to manage
25 her property interests, or as the statute has it,
26 'capable of managing her own affairs.'"

27 We are therefore of the opinion that the order of
28 May 10, 1941, entered in the insanity proceedings
29 (No. 28484), should be vacated, and an order entered
30 to the effect that George Pfeiffer has been restored
31 to sanity, without reference to any adjudication
32 as to his mental competency to handle his business
33 affairs, and without reference to the guardian or
34 to the guardianship proceedings.

35 Generally, the question of disability is discussed in
36 Anno. - Incompetent - Guardianship 17 ALR 1065 (1922) and
37 Anno. - Incompetent - Guardian - Mental State 9 ALR 3rd 774
38 (1966).

39 II. THE FIDUCIARY RELATIONSHIP

40 There is no uniform practice among the courts in the use
41 of the terms "fiduciary relation" and "confidential relation".
42 In many decisions, the words are used as synonymous. In most
43 cases however, the terms are used in connection with recognized

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1 relationships that exist in trusts, estates, partnerships,
2 corporations, attorneys and agency. These branches of the law
3 have distinctive names but the term fiduciary is not necessarily
4 restricted in its application to the relationships arising in
5 those fields.

6 Here we propose that the court consider the application
7 of fiduciary principles to the conduct of Maureen I'Anson with
8 respect to settlement proceeds derived from the State of
9 Alaska for her care and also to the conduct of The Community
10 Chapel and Bible Training Center with respect to the acceptance
11 of a gift of a substantial portion of such proceeds.

12 In Salhinger v. Salhinger, 56 Wash. 134, 105 Pac. 236
13 (1909) the court is dealing with the dissolution and settlement
14 of a partnership. We cite the case for the equitable principles
15 there laid down and applied to those in the fiduciary relation-
16 ship. At page 138, the court says:

17 It was, therefore, the duty of Henry Salhinger,
18 in effecting a settlement with his brother, to
19 disclose to him fully the condition of the part-
20 nership affairs, so that in determining the nature
21 and terms of his settlement Samuel might be as
22 fully apprised of the real facts and true condition
23 as Henry himself. This, according to the petition,
24 he did not do; rather is it charged he sought to
25 conceal the true situation; and knowing his
26 brother's physical and mental weakness, he kept
27 him away from his friends and advisers, mis-
28 representing the true condition of the partner-
29 ship business, asserting as a failure and profitless
30 concern that which it is said in truth was pros-
31 perous and of the value of \$60,000. The advantage
32 thus gained the law will not permit to be retained;
33 for, as is said in Roby v. Colehour, 135 Ill. 300,
34 337, 25 N. E. 777, quoting Mr. Pomeroy:

35 "Whenever two persons stand in such a relation that,
36 while it continues, confidence is necessarily re-
37 posed by one, and the influence which naturally
38 grows out of that confidence is abused, or the
39 influence is exerted to obtain an advantage at the
40 expense of the confiding party, the person availing
41 himself of his position will not be permitted to re-
tain the advantage, although the transaction could

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1 not be impeached if no confidential relation
2 had existed."

3 Mr. Pomeroy, in speaking of this rule, says:

4 "It is settled by an overwhelming weight of
5 authority that the principle extends to every
6 possible case in which a fiduciary relation
7 exists as a fact, in which there is confidence
8 reposed on one side, and the resulting superior-
9 ity and influence on the other." 2 Pomeroy,
10 Equity Jurisp. (3d. ed), §956.

11 In using the above language, Mr. Pomeroy is
12 speaking of equitable interference, but the
13 reason of the law and the law itself is the
14 same, as applied to actions of this character,
15 ehether the right sought to be enforced springs
16 from statutory or equitable authority.

17 IV Scott, Trusts 3129 §468 (1956) says:

18 There are numerous cases in which it has been
19 held that where the title to land or chattels
20 or money is obtained by undue influence exerted
21 by the transferee upon the transferor, a con-
22 structive trust arises. Thus where a person who
23 is in a fiduciary or confidential relation to
24 another obtains property from the other by taking
25 advantage of the relation, a constructive trust
26 arises.⁶

27 In Bangasser & Assoc. v. Hedges, 58 Wn.2d 514, 364 P.2d

28 237 (1961), the court says (p. 516):

29 [1] The constructive trust is equity's antidote
30 for the pain wrought by freedom of contract be-
31 tween persons of unequal ability. Cardozo de-
32 scribed it as "the formula through which the
33 conscience of equity finds expression" (Beatty v.
34 Guggenheim Exploration Co., 225 N.Y. 380, 386,
35 122 N. E. 378), and as "the remedial device through
36 which preference of self is made subordinate to
37 loyalty to others." Meinhard v. Salmon, 249 N.Y.
38 458, 164 N. E. 545, 62 A.L.R. 1.

39 The rule stated in 2 Pomeroy's Equity Juris-
40 prudence, §1053, was adopted in Rozell v. Vansyckle,
41 11 Wash. 79, 83. 39 Pac. 270:

42 "In general, whenever the legal title to property,
43 real or personal, has been obtained through actual
44 fraud, misrepresentations, concealments, or through
45 undue influence, duress, taking advantage of one's

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1 weakness or necessities, or through any other
2 similar means or under any other similar circum-
3 stances which render it unconscientious for the
4 holder of the legal title to retain and enjoy
5 the beneficial interest, equity impresses a
6 constructive trust on the property thus acquired
7 in favor of the one who is truly and equitably
8 entitled to the same; . . .and a court of equity
9 has jurisdiction to reach the property either in
10 the hands of the original wrong-doer, or in the
11 hands of any subsequent holder, until a purchaser
12 of it in good faith and without notice acquires
13 a higher right, and takes the property relieved
14 from the trust.'"

15 Accord: Kausky v. Kosten, 27 Wn.(2d) 721, 179
16 P.(2d) 950; Nicolai v. Desilets, 185 Wash. 435,
17 55 P. (2d) 604; Seventh Elect Church in Israel
18 v. First Seattle Dexter Horton National Bank,
19 162 Wash. 437, 299 Pac. 359; Pacheco v. Mello,
20 139 Wash. 566, 247 Pac 927.

21 [2] There was a constructive trust.

22 III. CONCLUSION

23 We recognize that the issues confronting the court and
24 the parties do not arise in the common framework of facts
25 surrounding an application for appointment of guardian. The
26 disbursement of a large sum of money paid for the express pur-
27 pose of caring and treating a quadraplegic for life carries a
28 concomitant obligation to see to it that the funds are devoted
29 to the purposes intended. The law is not so adolescent in its
30 development that it lacks the mechanisms to accomplish the re-
31 sults sought by the petitioner. The court should carefully con-
32 sider the alternatives of guardianship or constructive trust
33 against potential mischief of undue influence in the disposition
34 of one's estate by gift.

35 Respectfully submitted,

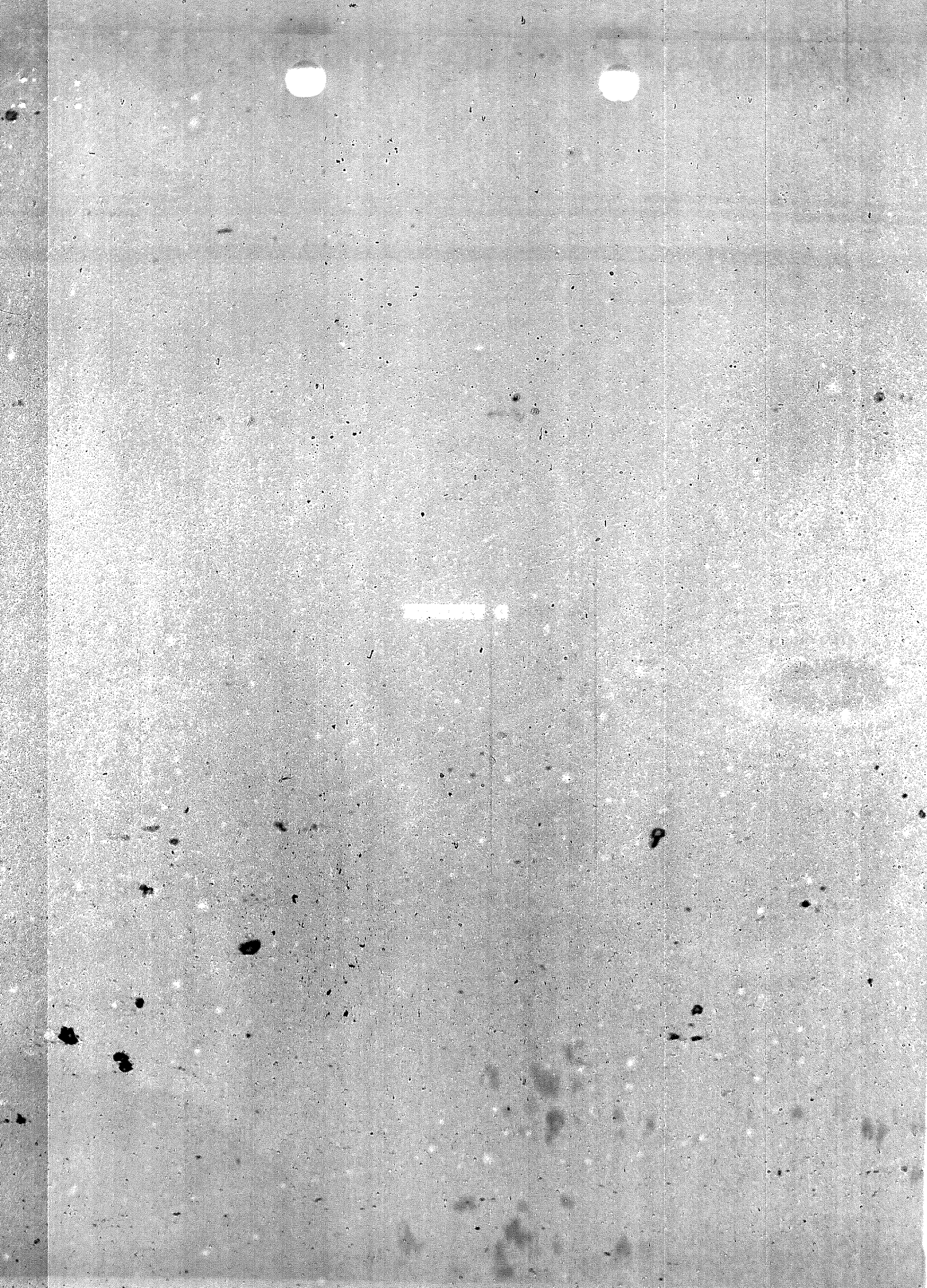
36 SCHWEPPE, DOOLITTLE, KRUG,
37 TAUSEND, BEEZER & BEIERLE

38 By 
39 Robert R. Beezer

40 October 15, 1975

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FILED

KING COUNTY, WASHINGTON

OCT 16 1975

BETTY J. MULLEN
SUPERIOR COURT CLERK
BY LORETTA M. PYNE
DEPUTY

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

5 In the Matter of the Guardianship) No. G-4419

6)
7 of)

8 MAUREEN I'ANSON,)

9 an Incompetent.)

MEMORANDUM BRIEF
SUBMITTED BY
MAUREEN I'ANSON

10
11 THE ABOVE proceeding involves a Petition by Thomas I'Anson
12 to have a Guardian appointed of the Estate of Maureen I'Anson, his
13 daughter, on the ground that she "is an incompetent person who is
14 incapable of managing her property by reason of mental illness or
15 by reason of other mental incapacity," referring to paragraph 3.
16 on page 1 of the "Petition for Guardian of Estate." It is further
17 pointed out in the Petition that Maureen received a total of
18 \$1,070,000.00 as a settlement in a personal injury action brought
19 against the State of Alaska in which she was represented by
20 attorney Russell Newman and, inasmuch as Maureen at the time the
21 civil action in Alaska was commenced, ^{was a minor} Maureen's father, Thomas
22 I'Anson, the petitioner herein, was also a party inasmuch as he
23 was seeking to recover hospital and medical expenses incurred in
24 treating Maureen as a result of the auto accident in question.
25 Out of the net amount, remaining after payment of attorneys fees
26 and some of the expenses incurred, a total of \$696,195.54 was
27 placed in the Pacific National Bank of Washington in the form of
28 a monthly certificate of deposit, with no funds to be withdrawn,
29 pursuant to the agreement between Maureen I'Anson and her father,
30 through their respective attorneys, without the written approval
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Memorandum Brief Submitted
by Maureen I'Anson

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BLACKBURN, MOREN & ROBINSON
ATTORNEYS AT LAW
818 N.E. NORTHGATE WAY, SUITE 804
SEATTLE, WASHINGTON 98125
TELEPHONE 525-8800

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of both parties. At present there remains in this account a total of \$602,660.78, and petitioner, Thomas I'Anson claims that he is entitled to a portion of these funds for various expenses incurred by him in connection with the litigation in Alaska. The parties have not been able to amicably resolve the amount due Thomas I'Anson out of these settlement proceeds, so that is one of the issues involved in this current proceeding.

The principal issue in the current proceeding is the determination of the question of whether or not Maureen is "incompetent" within the meaning of the Washington statutes granting the Court authority to appoint a guardian for the person of an estate, being RCW 11.88.010. In support of his petition with regard to this issue, Mr. I'Anson alleges that "Maureen I'Anson has consulted with spiritual advisors and others and believes that her medical condition will improve to the point where she will no longer be totally and permanently disabled. In accordance with these views and the religious convictions of Maureen I'Anson, she believes that the settlement proceeds, or at least \$540,000.00 of such proceeds, should be contributed to Community Chapel and Bible Training Center, a Washington non-profit corporation, located at 18635 - 8th Avenue South, Seattle, Washington," all as set forth in paragraph 11 of petitioner's petition. Relative to such allegations, we point out to the Court that when Mr. Beczer, as counsel for Thomas I'Anson, took the deposition of Maureen I'Anson, Maureen testified that she has not made any decision as to what she proposes to do with any of the settlement funds available to her and that she is seeking counsel in this regard, and although she will give considerable weight to any religious or spiritual counsel of the President of Community Chapel and Bible Training

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Center, if she solicits any such counsel, she will use her own judgment in any decision and be obedient to God's will in this matter to such extent as she understands His will. We are further confident that the testimony will be undisputed that Maureen, in any event, will retain at least \$150,000.00 out of the settlement proceeds, as a minimum, for her own personal needs, over and above such expenditures that have already been made.

The statutory authority, pursuant to which the petitioner appears is set forth in RCW 11.88.010. This statute provides that the Court has authority to appoint guardians for the persons and estates or either thereof, of incompetent persons, and the statute defines an "incompetent" person as follows:

"Incapable by reason of insanity, mental illness, imbecility, idiocy, senility, habitual drunkenness, excessive use of drugs, or other mental incapacity, of either managing his property or caring for himself or both."

The testimony which will be presented on behalf of Maureen I'Anson will reveal unmistakably clearly, we believe, that Maureen is not "incompetent" within the foregoing definition. On the contrary, it is submitted that the testimony which will be presented will disclose that indeed Maureen is unimpaired with regard to her mental processes and that she is giving intelligent and entirely rational consideration as to her proposed disposition of the funds in question. The fact that Maureen's father may have a completely different outlook on life, or a completely different philosophy, or a completely different spiritual status than Maureen should in no way be determinative of the competency or incompetency of his own daughter. The testimony will disclose that Maureen is a Christian, who accepts the Bible as the inspired word of God, and she has committed her life to the spiritual

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2 principles set forth in the "Holy Scriptures." To this end,
3 therefore, and to such extent as Maureen chooses to make any
4 charitable contribution to a church or bible training center which
5 likewise teaches and practices the same Christian principles based
6 on the same scriptures the Court should be hard pressed indeed to
7 determine ipso facto that Maureen is incompetent, within the
8 definition of the Washington statutes. Were the Court to take
9 such an approach, it is respectfully submitted that the Court would
10 have to conclude that many of those who, through the ages, have
11 made the greatest spiritual impact on the nations, have been
12 mentally "incompetent."

13
14 LAW

15 The attention of the Court is invited to the following
16 Washington cases:

- 17 1. In re Michelson (1941) 8 Wn 2d 327, 111 P.2d 1011.

18 In this case five of the ten children of a 79 year old widow, Mrs.
19 Michelson, petitioned the Court to appoint a guardian for the
20 estate of their mother. About one year later, five of the children
21 filed objections to a petition by Mrs. Michelson to revoke the
22 former order appointing the guardians for her estate. This case
23 involves an appeal from the order of the trial court in refusing
24 to revoke its former order appointing guardians for the estate of
25 Mrs. Michelson whom the court had found to be an incompetent
26 person. The Supreme Court pointed out that under the then exist-
27 ing statutes, being Remington Revised Statutes §1565, no defini-
28 tion was set forth for an insane or incompetent person. The Court
29 stated,

30 "Under a statute of that character, the unsoundness
31 of mind which would justify the appointment of a
32 guardian must be more than a mere debility or im-
pairment of memory. It must be such as to deprive

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the person affected of ability to manage his estate. If the person for whom a guardian is sought is capable of transacting the ordinary business involved in taking care of his property, and if he understands the nature of his business and the effect of what he does, and can exercise his will with reference to such business, notwithstanding the influence of others, he is not of unsound mind, and a guardian should not be appointed for his property." (page 335).

The Supreme Court, in overruling the trial court and in thereby determining that Mrs. Michelson was not incompetent, further stated,

"In the case now before us, the evidence shows, and the trial court expressed the view, that Mrs. Michelson had sufficient will power to manage her own affairs when dealing with strangers or others than her own children. So far as we are informed, there are no authorities holding that, when one group of children are of the view that a parent will not deal fairly with them in his disposition of his property, in the absence of overreaching or fraud, that furnishes any basis for the appointment of a guardian; and there is no evidence in this case which would justify a finding of overreaching or fraud. Apprehension in that regard is not to be indulged in." (page 336)

2. In re Nelson (1942) 12 Wn 2d 382, 121 P.2d 968. In this case the Supreme Court reversed an order of the trial court which denied the termination of a guardianship of Mrs. Ethel Nelson, a widow. The opinion is lengthy and recites the evidence in considerable detail. The evidence does establish beyond controversy that Mrs. Nelson had been suffering from diabetes for over 15 years and needed to take insulin to control the disease. There was conflicting testimony by medical specialists concerning her ability or inability to manage her own business affairs. In reversing the trial court, however, and in thereby holding that Mrs. Nelson's petition for discharge of the guardian of her estate should be granted, the Supreme Court stated as follows:

11500038
BLACKBURN, MOREN & ROBINSON
ATTORNEYS AT LAW
618 N.E. NORTHGATE WAY, SUITE 204
SEATTLE, WASHINGTON 98128
TELEPHONE 266-8800

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"We are convinced that the evidence preponderates against the conclusion of the trial court, that appellant is mentally incompetent to manage her own business affairs. It appears beyond question that appellant's mind still functions to a great extent normally. She is perfectly capable of knowing what she enjoys to do and what she wants, and of deciding what she desires to do and what she desires not to do. It is, of course, significant that, sick and suffering as she is, neither respondent nor anyone else has suggested that any necessity exists for the appointment of a guardian for appellant's person. Of course, she is physically weak, she is nervous, and, when tired and thereby rendered more nervous than usual, her mind does not react as keenly or quickly as normally it does, or as it did years ago. There is nothing surprising in this condition, and all things considered, it would seem that appellant is in better condition mentally than would ordinarily be expected." (page 397)

3. In re Heuschele (1949) 34 Wn. 2d 414, 208 P. 2d 1167.

We believe it is sufficient, for the purpose of analyzing the reasoning and holding of the Supreme Court to simply quote the entire headnote as follows:

"In proceedings for the appointment of a guardian for the estate of a person eighty-seven years old, held that the evidence sustains the finding of the trial court that the person is unable to carry on her ordinary business affairs and that her son, who in the past has handled her business affairs and in whom she has confidence, is a proper person to be appointed guardian of her estate and should be so appointed."

We interject, however, that the trial court repeatedly stated, as set forth on pages 420 and 421 of the opinion, that the trial court found that Mrs. Heuschele was not competent to exercise her own independent judgment free from the influence of others and that this was the basis for the trial court's conclusion that a guardian should be appointed and, as stated above, the Supreme Court upheld this conclusion of the trial judge.

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BLACKBURN, MOREN & ROBINSON
ATTORNEYS AT LAW
818 N.E. NORTHGATE WAY, SUITE 204
SEATTLE, WASHINGTON 98128
TELEPHONE 388-6800

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4. ALR 3rd 774 Annotation on "mental condition which will justify the appointment of guardian, committee or conservator of the estate for an incompetent or spendthrift." This is a rather extensive annotation covering some 72 pages illustrative of various types of conditions which were held to warrant or not to warrant the appointing of a guardian of a person's estate. Particularly relevant to the matter at issue are paragraphs 4 and 6, dealing with eccentricity and improvident disposition of funds. The Court's attention is invited to the Maryland case referred to on page 794, wherein it was held that the evidence did not show that an aged woman was incompetent so as to require the appointment of a committee for her estate where it was charged

"she was afflicted with a mania on the subject of Christian missions, and the form of her insanity was described as religious paranoia."

Of similar import is the case of In Re Smith (1927) 26 Ohio NP NS 533, referred to on page 794 wherein it was held

"that one should not be declared mentally incompetent to handle his business and personal affairs merely because he holds religious beliefs different from those of the majority of the people."

CONCLUSION

It is submitted in conclusion that the evidence will demonstrate clearly and convincingly that Maureen I'Anson is entirely mentally rational and that she is entirely competent to manage her estate utilizing appropriate reasoning and rational judgment, which in no way is inconsistent with her religious convictions and beliefs.

Respectfully submitted,

CHARLES V. MOREN
Attorney for Maureen I'Anson

EXHIBIT D

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

In the Matter of the Guardianship)	IN PROBATE
)	NO. G 4419
)	
)	JUDGMENT
)	
)	
)	
)	
)	

This matter came on duly and regularly for trial before the undersigned Judge on October 16, 1975. The petitioner, Thomas I'Anson appeared through his attorney Robert R. Beezer, of Schweppe, Doolittle, Krug, Tausend, Beezer & Beierle; Maureen I'Anson appeared in person and through her attorney Charles V. Moren of Blackburn, Moren & Robinson. The court received a stipulation of the parties with respect to the payment of costs for the care and litigation expenses of Thomas I'Anson incurred in obtaining damages for personal injuries to Maureen I'Anson. After the petitioner's opening statement, counsel for Maureen I'Anson moved to dismiss the proceedings on the ground that the petitioner's opening statement failed to state facts upon which relief could be granted. After considering the authorities submitted by counsel and finding that Maureen I'Anson does not suffer from any mental disorder, the court rendered an oral opinion granting the motion. Now, therefore, in conformity with the stipulations of the parties and the court's ruling upon the motion, it is hereby

ORDERED, ADJUDGED and DECREED as follows:

Judgment - P. 1

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REEL 540 SERIAL 1136

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11500017

1 1. The application for Letters Guardianship should be and
2 the same hereby is denied without prejudice to any future
3 applications.

4 - 2. That certain trust agreement executed by the parties
5 and Pacific National Bank of Washington (Trust Account No.
6 16-2664-007) should be and the same hereby is declared terminated
7 with the trust corpus and any accumulated income to be disposed
8 of clear and free of trust as follows:

9 (a) The trustee shall, on the next maturity date of
10 the time certificate of deposit held in trust, pay to Thomas
11 I'Anson the sum of \$22,558.90, said sum being computed by de-
12 ducting the sum of \$11,441.10 in the hands of Schweppe, Doo-
13 little, Krug, Tausend, Beezer & Beierle from the sum of
14 \$34,000.00. Upon payment of said sum from the trust and payment
15 of the sums from the trust account at Schweppe, Doolittle,
16 Krug, Tausend, Beezer & Beierle to Thomas I'Anson, Maureen
17 I'Anson shall be released from any and all further liability
18 to Thomas I'Anson for expenses incurred in caring for Maureen
19 I'Anson and litigation of her personal injury claims.

20 (b) The trustee shall, on the next maturity date
21 of the time certificate of deposit held in trust, pay all the
22 rest, residue and remainder of the trust principal and income
23 to Maureen I'Anson Pangburn and thereupon said trust shall
24 terminate.

25 3. Neither party shall recover costs in this matter.

26 DONE IN OPEN COURT this 21st day of October, 1975.

27 Donald J. Hossack
28 JUDGE
29

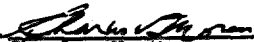
30 Judgment - P. 2
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REEL 640 FRAME 1187

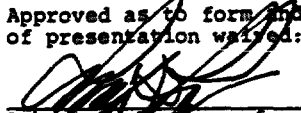
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Presented by:


Charles V. Moren, of
Blackburn, Moren & Robinson
Attorneys for Maureen I'Anson

Approved as to form and entry; notice
of presentation waived:


Robert R. Beezer, of
Schwepps, Doolittle, Krug,
Tausend, Beezer & Beierle
Attorneys for Petitioner

Judgment - P. 3

REG. 640 FORM 1188

'75 MAY 2 PM 2:20

LETTY J. MULLEN
CLERK
KING COUNTY WA.

102242 • 19419 PRO-P

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

In the Matter of the Guardianship)
of)
MAUREEN I'ANSON,)
An Incompetent.)

IN PROBATE
NO. C 4419
PETITION FOR GUARDIAN OF
ESTATE

COMES NOW Thomas I'Anson and petitioning for the appoint-
ment of a guardian of the estate of Maureen I'Anson, shows the
following:

1. Thomas I'Anson, the petitioner resides at 4014 Hunts Point Road, Bellevue, Washington and is the natural father of Maureen I'Anson.
2. Maureen I'Anson is of legal age and a resident of King County, Washington.
3. Maureen I'Anson is an incompetent person who is incapable of managing her property by reason of mental illness or by reason of other mental incapacity.
4. No person is now qualified as guardian of the person or estate of Maureen I'Anson in the State of Washington or in any other jurisdiction.
5. Petitioner seeks the appointment of any bank or trust company doing business in the City of Seattle to be guardian of the estate provided the guardian appointed by this court will signify its willingness to act.
6. The persons, so far as known by petitioner, who are

1 most closely related to Maureen I'Anson by blood or marriage are
2 the following:

3 (a) Thomas I'Anson (father)
4 4014 Hunts Point Road
5 Bellevue, Washington

6 (b) Marilyn I'Anson (mother)
7 11141 N. E. 62nd
8 Kirkland, Washington

9 7. Maureen I'Anson is not now in the care or custody of
10 any person or institution.

11 8. At a time when Maureen I'Anson was a minor, she was
12 involved in an automobile accident in the State of Alaska.
13 Maureen I'Anson sustained severe personal injury including the
14 loss of function in each of her limbs in such accident. As a
15 result of the injuries sustained and after lengthy legal pro-
16 ceedings including an appeal to the Supreme Court of Alaska,
17 the petitioner and his attorneys were successful in recovering
18 a sum in excess of one million dollars for and on behalf of
19 Maureen I'Anson. The said settlement proceeds have been dimin-
20 ished by the payment of costs, attorneys fees and by the de-
21 livery of \$34,200 to Maureen I'Anson. The balance of the settle-
22 ment proceeds are now invested in an interest bearing certi-
23 ficate of deposit under an agreement entered into March 25,
24 1975, by and between Maureen I'Anson, Thomas I'Anson and
25 Pacific National Bank of Washington as trustee. Said trust
26 agreement may be terminated or modified by agreement of the
27 parties or by an order of this court.

28 10. Subject to certain claims of Thomas I'Anson for in-
29 terest, reimbursement of expenses and for services rendered,
30 the settlement proceeds constitute a fund which will be re-
31 quired to pay for the medical treatment, nursing care, support

1 and maintenance of Maureen I'Anson for the balance of her
2 natural life.

3 11. Maureen I'Anson has consulted with spiritual ad-
4 visors and others and believes that her medical condition will
5 improve to the point where she will no longer be totally and
6 permanently disabled. In accordance with these views and the
7 religious convictions of Maureen I'Anson, she believes that
8 the settlement proceeds, or at least \$540,000 of such proceeds,
9 should be contributed to Community Chapel & Bible Training
10 Center, a Washington non-profit corporation, located at 18635
11 8th Avenue South, Seattle, Washington. A contribution of the
12 magnitude contemplated by Maureen I'Anson will cause her to
13 become either a charge on the bounty of her relatives or a
14 ward of the State, all in violation of petitioner's express
15 purpose and understanding with Maureen I'Anson in obtaining
16 an adequate personal injury settlement to assure the financial
17 security of his daughter.

18 WHEREFORE, petitioner prays that the court appoint a
19 suitable and proper guardian of the estate of Maureen I'Anson.

20

21

SCHWEPPE, DOOLITTLE, DRUG,
TAUSEND, BEEZER & BELERLE

22

BY: 

23

ROBERT R. BEEZER
Attorneys for Petitioner

24

25

26 STATE OF WASHINGTON)

)

SS.

27 COUNTY OF KING)

28

29 THOMAS I'ANSON, being first duly sworn on oath deposes and
30 says: He is the petitioner named in the above matter; he has

31

Petition for Gdn. of
Estate - page 3.

11500022

1 read the within and foregoing Petition for Guardian of Estate,
2 knows the contents thereof and believes the same to be true.

3

4


THOMAS I. ANSON

5

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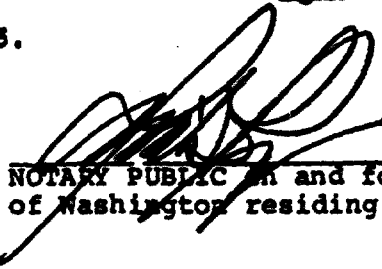
SUBSCRIBED AND SWORN to before me this 30 day of

7

April, 1975.

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NOTARY PUBLIC in and for the State
of Washington residing at Seattle.

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31 Petition for Gdn. of
Estate - page 4.

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ORDER OF CONSOLIDATION FOR TRIAL

THIS MATTER having come on regularly before the undersigned Judge of the above entitled Court upon the foregoing stipulation of counsel and the Court being fully advised in the premises, NOW, THEREFORE,

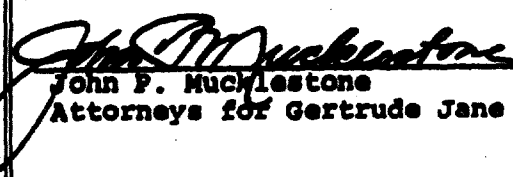
IT IS ORDERED that Cause No. G-4419 and Cause No. 799146 are and shall be consolidated for the purposes of trial on October 16, 1975, which date has already been established by the Court.

DONE IN OPEN COURT this 17 day of September, 1975.


~~Judge~~ Court Commissioner

Presented by:

MUCKLESTONE & MUCKLESTONE

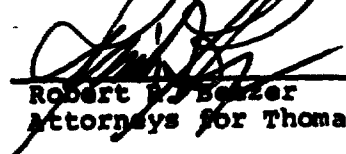

John P. Mucklestone
Attorneys for Gertrude Jane Stewart

Notice of Presentation Waived:

BLACKBURN & MOREN


Charles V. Moren
Attorneys for Maureen I'Anson

SCHWEPPE, DOOLITTLE KRUG, TAUSEND,
BEEZER & BEIERLE


Robert B. Beezer
Attorneys for Thomas I'Anson

Stipulation and Order of Consolidation -2

11500025

MUCKLESTONE & MUCKLESTONE
ATTORNEYS AT LAW
418 NORTON BUILDING
SEATTLE, WASHINGTON 98104
(206) 423-3330

EXHIBIT E

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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.)

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

COPY

1 AMERICAN CASUALTY COMPANY OF)
 2 READING PENNSYLVANIA, a)
 3 Pennsylvania corporation,)
 4)
 5 Plaintiff,)
 6)
 7 v.)
 8)
 9 KATHY LEE BUTLER, et. al.,)
 10)
 11 Defendants.)
 12)

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

14 I. PARTIES AND JURISDICTION

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

18 2. Defendant, Community Chapel and Bible Training Center
19 ("CCBTC"), is a Washington non-profit corporation. Defendant
20 operates both a church, the Community Chapel, and a college, the
21 Community Chapel Bible College, in Seattle, Washington.

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

26 4. At all times material to this action, defendants Donald
Lee Barnett and Barbara Barnett ("Barnetts") were husband and wife
and residents of King County, Washington. Defendant Donald Lee
Barnett was the head pastor of CCBTC, and as such had
responsibility for the administration and direction of the entire
congregation. The Barnetts, or either of them, performed all
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 Barnetts' 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 Barnetts 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 Barnetts 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. That the Court impose a constructive trust for the benefit of plaintiff on the loan proceeds still in the hands of defendants;
2. That the Court order payment of a reasonable rate of return on the principal amount loaned to defendant on December 1, 1975;
3. That the Court award plaintiff prejudgment interest;
4. That the Court award plaintiff general damages in an amount now unknown but which will be proved at trial;
5. That the Court award plaintiff medical expenses incurred and other costs, in an amount now unknown but which will be proved at trial;
6. That the Court award plaintiff her attorneys fees and costs of suit; and
7. That the Court award such other relief as it deems just.

DATED this 7 day of December, 1988.

PRESTON, THORGRIMSON,
ELLIS & HOLMAN

By Susan Delanty Jones
 Susan Delanty Jones
 Catherine D. Shaffer
 Attorneys for Plaintiff,
 Maureen Jorgensen

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II. STATEMENT OF FACTS

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1. Jorgensen's Father Foresaw Gift to Community Chapel in 1975 and Sought to Prevent It.

In the spring of 1975, Thomas I'Anson, father of plaintiff Maureen Jorgensen herein, believed that his daughter contemplated giving at least \$540,000 of the settlement proceeds of her personal injury action to Community Chapel. See verified petition in King County Cause No. G 4419 at ¶ 11.¹ At that time, Thomas I'Anson, Maureen I'Anson (Maureen Jorgensen's maiden name), and Pacific National Bank as trustee, per agreement of March 25, 1975, had her settlement proceeds invested in an interest-bearing certificate of deposit. Id. at ¶ 8. Thomas I'Anson regarded the lawsuit settlement proceeds as a "fund which will be required to pay for the medical treatment, nursing care, support and maintenance of Maureen I'Anson for the balance of her natural life." Id. at ¶ 10. Mr. I'Anson believed this fund should be protected. Id.

¹ Thomas I'Anson caused to be filed his verified "Petition for Guardian of Estate" on May 2, 1975, in the Superior Court for King County, Cause No. G 4419. It is captioned: "In the Matter of the Guardianship of Maureen I'Anson, An Incompetent." A copy is attached as Exhibit A to the Affidavit of David G. Knibb subjoined to this memorandum. Exhibit B to the Knibb Affidavit is "Petitioner's Memorandum of Authority in Support of Petition for Letters" in the same cause filed on October 16, 1975. Exhibit C is the responsive "Memorandum Brief Submitted by Maureen I'Anson" filed by her counsel on October 16, 1975, in Cause No. G 4419. Exhibit D is titled "Judgment" in Cause No. G 4419, entered and filed on October 21, 1975. Finally, Exhibit E is Maureen [I'Anson] Jorgensen's Second Amended Complaint herein.

1 2. Jorgensen's Father Sought Protection of Her Funds
2 Against Undue Influence through Fiduciary Principles
3 -- A Guardianship or Constructive Trust.

4 To preserve and protect the fund for his daughter's benefit,
5 and to prevent her giving almost all of it to the Community
6 Chapel and Bible Training Center, Thomas I'Anson filed a
7 "Petition for guardian of [Maureen I'Anson's] Estate." Ex. A to
8 Knibb Affidavit. He filed under the then applicable Washington
9 Guardianship Statute. The petition follows the format then laid
10 out in the RCWA calling for the requisite boilerplate in the
11 early paragraphs and the substance of the matter in paragraphs
12 8-12. Id.

13 The reasons Thomas I'Anson gave in 1975 for the relief he
14 sought are set out in his petition and memorandum (Exs. A and B
15 to Knibb Affidavit). He explained Jorgensen's quadriplegia, how
16 she came to recover an insurance settlement, how the funds were
17 then invested for her benefit, and how in excess of \$650,000 was
18 then available for distribution to her. He explained in his
19 memorandum:

20 [A]n unfortunate aspect of large lump sum payments to
21 plaintiffs is that, in many instances, if not most, the
22 plaintiff is unsophisticated and tends to fall prey to
23 unwise investments. Accordingly, many such plaintiffs
24 who have been compensated with a view toward assuring
25 their financial security through the balance of a life
26 of physical disability are impoverished within a year
27 or two, and, hence, the course of justice is frustrated

28 . . . In the instant case, Maureen I'Anson has
29 repeatedly expressed the intention to divest herself
30 of a substantial portion of her damage award and to
31 give such proceeds to the Community Chapel and Bible

1 Training Center . . . Such a gift will completely
2 defeat the interests of society and of Maureen I'Anson.

3 Ex. B to Knibb Affidavit at pp. 1-2. In the Petition,
4 Mr. I'Anson stated more explicitly:

5 11. Maureen I'Anson has consulted with spiritual
6 advisors and others and believes that her medical
7 condition will improve to the point where she will no
8 longer be totally and permanently disabled. In
9 accordance with these views, she believes that the
10 settlement proceeds, or at least \$540,000 of such
11 proceeds, should be contributed to Community Chapel and
12 Bible Training Center . . . A contribution of the
13 magnitude contemplated by Maureen I'Anson will cause
14 her to become either a charge on the bounty of her
15 relatives or a ward of the State, all in violation of
16 petitioner's express purpose and understanding with
17 Maureen I'Anson in obtaining an adequate personal
18 injury settlement to serve the financial security of
19 his daughter.

20 Ex. A to Knibb Affidavit at ¶ 11.

21 Thomas I'Anson's counsel recognized that protection of an
22 injured recipient of lawsuit proceeds from solicitation of
23 donations by spiritual advisors was not common, but requested
24 relief of guardianship or constructive trust against potential
25 mischief of undue influence:

26 We recognize that the issues confronting the court
and the parties do not arise in the common framework
of facts surrounding an application for appointment of
a guardian. The disbursement of a large sum of money
paid for the express purpose of caring and treating a
quadriplegic for life carries a concomitant obligation
to see to it that the funds are devoted to the purposes
intended. The law is not so adolescent in its
development that it lacks the mechanisms to accomplish
the results sought by petitioner. The court should
carefully consider the alternatives of guardianship or
constructive trust against potential mischief of undue
influence in the disposition of one's estate by gift.

1 Ex. B to Knibb Affidavit at p. 8 (emphasis added).

2 Here, we propose that the court consider the
3 application of fiduciary principles to the conduct of
4 Maureen I'Anson with respect to settlement proceeds
5 derived from the State of Alaska for her care and also
6 to the conduct of the Community Chapel and Bible
7 Training Center with respect to the acceptance of a
8 gift of a substantial portion of such proceeds.

9 Id. at p. 6 (emphasis added).

10 We suggest that this court fashion a remedy which
11 recognizes the basic interests of Maureen, her church,
12 her family and society. We suggest periodic
13 disbursement of such funds subject to the continuing
14 equitable jurisdiction of this court. To accomplish
15 this, it is necessary to appoint a guardian of her
16 estate, and such an appointment is proper.

17 Id. at p. 2.

18 3. Jorgensen Resisted the Guardianship Application on the
19 Grounds that She Had the Ability and Right to Deal With
20 Her Funds.

21 Responding to her father's Petition, Jorgensen's counsel,
22 on her behalf, represented her position as follows:

23 Maureen testified [in deposition] that she has not made
24 any decision as to what she proposes to do with any of
25 the settlement funds available to her and that she is
26 seeking counsel in this regard, and although she will
give considerable weight to any religious or spiritual
counsel of the President of Community Chapel and Bible
Training Center [Donald Barnett], if she solicits any
such counsel, she will use her own judgment in any
decision and be obedient to God's will in this matter
to such extent as she understands His will. We are
further confident that the testimony will be undisputed
that Maureen, in any event, will retain at least
\$150,000.00 out of the settlement proceeds, at a
minimum for her own personal needs . . .

* * *

[T]he testimony which will be presented will disclose
that Maureen is indeed unimpaired with regard to her
mental processes and that she is giving intelligent and

1 entirely rational consideration as to her proposed
2 disposition of the funds in question.

3 Ex. C to Knibb Affidavit at pp. 2-3 (emphasis added). Jorgensen
4 then went on to argue for her right to commit her life to
5 spiritual principles and to make any charitable contribution she
6 might choose (id. at pp. 3-4), arguing that physical weakness
7 does not impair mental processes, that even a condition described
8 as "a mania on the subject of Christian missions" did not warrant
9 protection (id. at pp. 4-7), and concluding her memorandum as
10 follows:

11 [T]he evidence will demonstrate clearly and
12 convincingly that Maureen I'Anson is entirely mentally
13 rational and that she is entirely competent to manage
 her estate utilizing appropriate reasoning and rational
 judgment, which is in no way inconsistent with her
 religious convictions and beliefs.

14 Id. at p. 7.

15 4. Court Denied Relief and Protection to Maureen I'Anson's
16 Estate.

17 By "Judgment" entered on October 21, 1975, the King County
18 Superior Court denied the father's petition. Ex. D to Knibb
19 Affidavit. The judge concluded, after Petitioner's opening
20 statement, on motion of Maureen Jorgensen's counsel, that Maureen
21 I'Anson did not suffer from any mental disorder and facts were
22 not stated upon which relief could be granted. Id. Judge
23 Horowitz ordered that the March 25, 1975 trust agreement
24 protecting Jorgensen's funds be terminated and as of the maturity
25
26

1 date of the certificate of deposit, the funds be paid "to Maureen
2 I'Anson Pangburn." Id. at p. 2.

3 5. Plaintiff Then Made Her \$480,000 Interest Free Loan to
4 Community Chapel.

5 Approximately two months after the Superior Court gave her
6 the right to receive and dispose of her own settlement proceeds,
7 Maureen Jorgensen made a \$480,000 interest free loan to Community
8 Chapel. See Ex. E to Knibb Affidavit (Plaintiff's Second Amended
9 Complaint herein). She did not make the \$540,000 outright gift
10 contemplated in the guardianship petition.

11 6. Plaintiff Changes Her Religious Beliefs and Seeks a
12 Constructive Trust and Reformation of Her 1975
13 Transactions with Community Chapel, Claiming She was
then Subject to Undue Influence and Was Susceptible Due
to Her Weak Physical and Emotional Condition.

14 According to her Second Amended Complaint herein, plaintiff
15 Maureen Jorgensen renounced her adherence to Community Chapel in
16 1985 and severed her ties with the church. Ex. E to Knibb
17 Affidavit at ¶ 18. Thereafter, she brought this suit claiming
18 that her actions in 1975 in loaning funds to Community Chapel
19 were not done by her own judgment and free will with unimpaired
20 mental processes, but were due to her weakened physical and
21 emotional condition and the undue influence of her spiritual
22 advisors. Ex. E to Knibb Affidavit. She now requests that her
23 insurance proceeds, to the extent not yet repaid or due to be
24 returned under her loan to Community Chapel, be impressed with
25 a constructive trust and that the transaction be reformed so that

26

1 she earns interest and other relief. Id. She seeks now what
2 her father sought in 1975 and what she then successfully resisted
3 -- a court determination that in 1975 she could not exercise her
4 own free will against the influence of spiritual advisors.

5 **III. STATEMENT OF ISSUES**

6 Is Jorgensen barred by collateral estoppel from now
7 asserting that her 1975 transactions with Community Chapel must
8 be undone because her spiritual advisors exerted undue influence
9 and she was in a weakened condition that made her unable to
10 resist? Is she barred by her 1975 assertions that she was free
11 from mental incapacity and had the right and ability to exercise
12 her own judgment consistent with her religious beliefs
13 notwithstanding that the funds were for her lifetime care and
14 benefit? Does this court's judgment in 1975 in her favor, after
15 litigation of the issue whether Maureen Jorgensen (then I'Anson
16 Pangburn) needed protection from giving away the funds received
17 in litigation for her on-going maintenance and care under the
18 influence of spiritual advisors, bar her present claim to the
19 extent the present claim rests on her alleged weakened capacity
20 to make independent decisions and alleged related undue influence
21 of spiritual advisors?

22 **IV. EVIDENCE RELIED UPON**

23 The evidence relied upon consists of items from the court's
24 file in King County Cause No. G 4419 (1975) and Plaintiff's
25
26

1 Second Amended Complaint herein, all of which are exhibits to the
2 Affidavit of David G. Knibb, subjoined hereto.

3 V. AUTHORITY

4 1. Policy Disfavors Relitigation of Issues.

5 According to Professor Philip A. Trautman in "Claim and
6 Issue Preclusion in Civil Litigation in Washington," 60 Wash.
7 L. Rev. 805, 806 (1985), the doctrines of res judicata (claim
8 preclusion) and collateral estoppel (issue preclusion) are
9 grounded in public policy and are favored:

10 The doctrines of claim and issue preclusion have
11 similar purposes. Both seek to put an end to
12 litigation. This, in turn, limits the vexation and
13 harassment of other parties; lessens the overcrowding
14 of court calendars, thereby freeing the courts for use
15 by others; and, by providing for finality in
16 adjudications, encourages respect for judicial
17 decisions.

18 When the doctrines of preclusion are asserted,
19 what is essentially involved is a conflict between
20 those principles favoring finality and those favoring
21 the allowance of relitigation to assure that a correct
22 result is reached. Within recent times, Washington
23 courts have generally favored finality. Even if the
24 first court was in error, such as perhaps would have
25 justified a reversal on appeal, in a second independent
26 proceeding the predisposition will be in favor of
preclusion. [Footnotes omitted.]

2. Judicial Estoppel Bars Plaintiff's Claim.

The doctrine of collateral estoppel is dispositive, but the
related doctrine of judicial estoppel also applies. Judicial
estoppel, or "Preclusion of Inconsistent Positions," in Professor

1 Trautman's terminology,² prevents a person from making a factual
2 contention at variance with a contention made in previous
3 litigation. Seattle-First National Bank v. Marshall, 31 Wn. App.
4 339, 342 (1982).

5 Jorgensen testified in 1975, according to her attorney's
6 representation, that although she would

7 [G]ive considerable weight to any religious or
8 spiritual counsel of the President of Community Chapel
9 and Bible Training Center, if she solicits any such
counsel, she will use her own judgment in any decision
and be obedient to God's will

10 * * *

11 . . . Maureen is unimpaired with regard to her mental
12 processes and . . . she is giving intelligent and
entirely rational consideration as to her proposed
distribution of the funds in question.

13 Ex. C to Knibb Affidavit at p. 3. Her attorney, on her behalf,
14 represented that:

15 [She] is entirely mentally rational and . . . entirely
16 competent to manage her estate utilizing appropriate
17 reasoning and rational judgment, which in no way is
inconsistent with her religious convictions and
beliefs.

18 Nevertheless, Jorgensen now claims that she was subjected
19 to undue influence during 1975. She describes her condition as
20 "weakened," "especially vulnerable to the strong authoritarian
21 leadership exercised by Donald Barnett," that they "took
22 advantage," advised her, persuaded her, and convinced her to make
23 her financial decisions. Ex. E to Knibb Affidavit. In other
24

25
26 ² 50 Wash. L. Rev., id. at p. 809-10.

1 words, she represents to this Court today that she did not use
2 her own judgment in making decisions about her settlement money
3 in 1975. That is the exact opposite of what she told the court
4 in 1975.

5 The law does not permit this inconsistency. This Court
6 should so rule.

7 The purposes of the doctrine are to preserve
8 respect for judicial proceedings without the necessity
9 of resort to the perjury statutes; to bar as evidence
10 statements by a party which would be contrary to sworn
11 testimony the party has given in prior judicial
12 proceedings; and to avoid inconsistency, duplicity, and
13 the waste of time. See King v. Clodfelter, 10 Wn. App.
14 514, 519, 518 P.2d 206 (1974); 2 L. Orland, Wash. Prac.
15 § 382, at 434 (3d ed. 1972).

16 Seattle-First v. Marshall, supra, 31 Wn. App. at 343.

17 3. Collateral Estoppel Bars Plaintiff's Claim.

18 According to Professor Trautman the doctrine of collateral
19 estoppel bars relitigation of the same issue even if under a
20 different claim:
21

22 The orthodox statement is that the doctrine of
23 collateral estoppel differs from res judicata in that,
24 instead of preventing a second assertion of the same
25 claim or cause of action, collateral estoppel prevents
26 a second litigation of issues even though a different
claim or cause of action is asserted. More modernly,
then, just as res judicata has come to be called claim
preclusion, collateral estoppel has come to be called
issue preclusion.

In one sense res judicata is the more
comprehensive doctrine since it bars an entire claim
and not just a particular issue. In another sense,
collateral estoppel is the broader as it applies to
subsequent actions involving different claims. The two
doctrines are alike in that both are intended to
prevent relitigation. [Footnotes omitted.]

1 60 Wash. L. Rev., supra, at 829.

2 When issue preclusion is asserted, the Washington
3 court will usually open its discussion with the
4 statement that affirmative answers must be given to
5 four questions before collateral estoppel is
6 applicable:

7 (1) Was the issue decided in the prior
8 adjudication identical with the one presented in
9 the action in question? (2) Was there a final
10 judgment on the merits? (3) Was the party against
11 whom the plea is asserted a party or in privity
12 with a party to the prior adjudication? (4) Will
13 the application of the doctrine not work an
14 injustice on the party against whom the doctrine
15 is to be applied?

16 Id. at 831.

17 Applying these elements here, the only one which should
18 require analysis is the first, identity of issue. As to the
19 others; (2) the judgment was final; (3) Maureen I'Anson Jorgensen
20 is the party against whom collateral estoppel is asserted here
21 and she was the party who won the decision and judgment in the
22 prior suit; and (4) there can be no injustice to her since she
23 is the one who took the inconsistent position earlier.

24 Thus, we examine the identity of issues in the two cases.
25 Unlike res judicata analysis, the "claim" is not what must be
26 examined, but the facts which were litigated and determined.
27 Since the court effectively granted summary judgment (dismissal
28 after petitioner's opening statement) in 1975, the facts asserted
29 by the guardianship petitioner must be accepted as presented.³

3 See Restatement 2d, Judgments § 27, Comment d (matter
"actually litigated" when determined on pleadings, summary
(continued...))

1 From March 1975, Maureen's funds were protected by an agreement
2 and subject to a trust. She wanted them freed. Her father was
3 concerned that she not be taken advantage of by spiritual
4 advisors from Community Chapel and Bible Training Center to whom,
5 as she had stated several times, Maureen intended to make a gift
6 in the amount of \$540,000. He sought judicial intervention to
7 assure that the funds would be used for Jorgensen's care and
8 support. He wanted fiduciary principles applied to prevent her
9 giving away the money such that she would later be dependent on
10 her family or upon society. Ex. B to Knibb Affidavit at p. 2.

11 Jorgensen responded that she indeed did subscribe to the
12 beliefs of Community Chapel, that she might take counsel of its
13 President, but would decide what to do with her money using her
14 own judgment, "obedient to God's will" consistent with her
15 understanding of "His will." Jorgensen said she was not
16 incapable of managing her property by reason of mental
17 incapacity, but was entirely mentally rational and entirely
18 competent to manage her estate. The court found in her favor,
19 using the words, "Maureen I'Anson does not suffer from any mental
20 disorder." The court ordered the trustee to terminate the trust
21 and turn over the funds. This necessarily implies that Jorgensen

22

23

24

25 ³(...continued)
26 judgment, by court rather than jury, etc.)

1 was capable and competent to manager her estate and did not need
2 judicial protection.

3 That the court in 1975 was considering a potential gift by
4 Maureen Jorgensen of \$540,000 to Community Chapel and that the
5 actual transaction turned out to be a no interest loan of
6 \$480,000 does not mean there is no collateral estoppel.
7 Robertson v. Campbell, 674 P.2d 1226 (Utah 1983) illustrates this
8 point. The will of Marinus Johnson had been found invalid when
9 challenged in probate on grounds that it was induced by undue
10 influence of one of his daughters, Thora. A trust agreement
11 executed at the same time had not been challenged. In a
12 subsequent suit challenging the trust, the trial court held in
13 Thora's favor finding the trust valid. The Supreme Court of Utah
14 reversed, holding that collateral estoppel should have been
15 applied. Even though the issue in the first suit was validity
16 of the will, the facts examined were what was essential. And the
17 facts led to a conclusion of undue influence by Thora. Thora was
18 collaterally estopped from asserting in a subsequent action that
19 she did not exert undue influence in formation of the trust:

20 The applicability of collateral estoppel does not
21 depend on whether the claims for relief are the
22 same. . . . What is critical is whether the issue that
23 was actually litigated in the first suit was essential
24 to resolution of that suit and is the same factual
25 issue as that raised in a second suit.

26 674 P.2d at 1230.

1 Explaining the analysis a court must make, the Restatement
2 (Second) of Judgments § 27, Comment c helps:

3 c. Dimensions of an issue. One of the most
4 difficult problems in the application of the rule of
5 this Section is to delineate the issue on which
6 litigation is, or is not, foreclosed by the prior
7 judgment. The problem involves a balancing of
8 important interests: on the one hand, a desire not to
9 deprive a litigant of an adequate day in court; on the
10 other hand, a desire to prevent repetitious litigation
11 of what is essentially the same dispute. When there
12 is a lack of total identity between the particular
13 matter presented in the second action and that
14 presented in the first, there are several factors that
15 should be considered in deciding whether for purpose
16 of the rule of this Section the "issue" in the two
17 proceedings is the same, for example: Is there a
18 substantial overlap between the evidence or argument
19 to be advanced in the second proceeding and that
20 advanced in the first? Does the new evidence or
21 argument involve application of the same rule of law
22 as that involved in the prior proceeding? Could
23 pretrial preparation and discovery relating to the
24 matter presented in the first action reasonably be
25 expected to have embraced the matter sought to be
26 presented in the second? How closely related are the
claims involved in the two proceedings? . . .

 Sometimes, there is a lack of total identity
between the matters involved in the two proceedings
because the events in suit took place at different
times. In some such instances, the overlap is so
substantial that preclusion is plainly appropriate.
. . . Preclusion ordinarily is proper if the question
is one of the legal effect of a document identical in
all relevant respects to another document whose effect
was adjudicated in a prior action. And, in the absence
of a showing of changed circumstances, a determination
that, for example, a person was disabled, or a
nonresident of the state, in one year will be
conclusive with respect to the next as well. In other
instances the burden of showing changed or different
circumstances should be placed on the party against
whom the prior judgment is asserted. . . . In still
other instances, the bearing of the first determination
is so marginal because of the separation in time and
other factors negating any similarity that the first
judgment may properly be given no effect. . . .

1
2 An issue on which relitigation is foreclosed may
3 be one of evidentiary fact, of "ultimate fact" (i.e.,
4 the application of law to fact), or of law. . . .
5 Thus, for example, if the party against whom preclusion
6 is sought did in fact litigate an issue of ultimate
7 fact and suffered an adverse determination, new
8 evidentiary facts may not be brought forward to obtain
9 a different determination of that ultimate fact. . . .
10 And similarly if the issue was one of law, new
11 arguments may not be presented to obtain a different
12 determination of that issue. . . . [Emphasis added.]

13 The evidence and argument Maureen Jorgensen would make here
14 "substantially overlaps" that made by her father in 1975. Her
15 deposition then (by her attorneys characterization of her
16 testimony therein) dealt with the subject of her state of mind
17 and ability to make decisions respecting her estate in view of
18 Community Chapel's influence. Ex. C to Knibb Aff., pp. 2-3. In
19 the 1975 action the claim by Jorgensen's father dealt with the
20 then alleged necessity for judicial intervention to preserve her
21 estate from her participation in ill-advised transfers to
22 Community Chapel. Here Jorgensen's claim deals with alleged need
23 for judicial intervention to recover portions of her estate which
24 she participated in transferring to Community Chapel. Both cases
25 involve a claim of Jorgensen's incapability of resisting
26 influence.

27 In the two cases, the operative facts fall within the same
28 time frame -- 1975. As stated in the Restatement new evidentiary
29 facts may not be brought forward now to obtain a different
30 determination.

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CIVIL TRACK I
THE HONORABLE JOHN RILEY

SUPERIOR COURT FOR THE STATE OF WASHINGTON
COUNTY OF KING

MAUREEN P. JORGENSEN,)	
	)	NO. 86-2-26360-8
Plaintiff,)	
	)	ORDER GRANTING COMMUNITY
v.	)	CHAPEL'S PARTIAL SUMMARY
	)	JUDGMENT REGARDING COLLATERAL
COMMUNITY CHAPEL AND BIBLE	)	ESTOPPEL
TRAINING CENTER, a Washington)	
non-profit corporation,)	
et al.,)	
)	
Defendants.)	
)	

This cause came on regularly for hearing on the motion of Community Chapel & Bible Training Center ("Community Chapel") for partial summary judgment to dismiss plaintiff, Maureen Jorgensen's, claims based on coercive persuasion or undue influence affecting her decisions to repose funds from her personal injury settlement in Community Chapel, on the grounds of collateral estoppel.

Having considered plaintiff's Second Amended Complaint, and the Affidavit of David G. Knibb, and being fully advised, it is

ORDERED that:

1. Community Chapel's second motion for partial summary judgment is granted.

RECEIVED

ORIGINAL

APR 14 1989

JOHN W. RILEY
SUPERIOR COURT JUDGE

CIVIL TRACK I
THE HONORABLE JOHN RILEY

SUPERIOR COURT FOR THE STATE OF WASHINGTON
COUNTY OF KING

MAUREEN P. JORGENSEN,)	
	)	NO. 86-2-26360-8
Plaintiff,)	
	)	COMMUNITY CHAPEL'S MEMORANDUM
v.	)	SUPPORTING MOTION TO DISMISS
	)	CLAIMS REGARDING RELIGIOUS
COMMUNITY CHAPEL AND BIBLE)	BELIEFS
TRAINING CENTER, a Washington)	
non-profit corporation,)	
et al.,)	
)	
Defendants.)	

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SCHWEPPE, KRUG & TAUSEND, P.S.

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

44

1 1. Procedural Background. Plaintiff has sued Community
2 Chapel for acts which implicitly include the dissemination of
3 sincerely-held religious beliefs. The undisputed facts, as
4 described in the discussion of each sub-issue, are that these
5 challenged beliefs are in fact religious in nature and
6 sincerely-held.

7 On March 3, 1989 Community Chapel filed a motion to dismiss
8 claims by all plaintiffs arising out of religious beliefs. As
9 a result of settlements, this motion now relates only to the
10 Jorgensen action.

11 At the March 17 hearing on our motion, the Court raised
12 questions about the procedure for deciding the sincerity and
13 religious character of beliefs. Community Chapel filed a Post-
14 Hearing Brief on those issues, explaining why our motion to
15 dismiss should now be treated as a motion for partial summary
16 judgment.

17 The Court has now directed by its April 4 order that this
18 motion be resolved pursuant to CR 56. We had intended to file
19 this memorandum last week, but then received this Court's order
20 of April 4, which directed that our motion to dismiss be treated
21 as a summary judgment motion, that plaintiff file her materials
22 by April 12, and that we file our materials by April 19.

23 At last Friday's pretrial conference the Court postponed
24 those dates until April 19 and April 26 respectively. We have
25 since received plaintiff's motion to reconsider the April 4
26

1 order, and note plaintiff's argument that she does not know what
2 she should respond to in the materials she is directed to file
3 on April 19.

4 To alleviate that concern, we file this memorandum now.
5 Even though it is not specifically provided for in the Court's
6 April 4 order, we do not believe it is inconsistent with that
7 order for us to file this memorandum now.

8 We assume plaintiff can then answer this memorandum by
9 April 19, and we can reply by April 26, both in accordance with
10 this Court's April 4 order.

11 2. Statement of Issues. The question presented is
12 whether plaintiff's claims arising out of or resulting from the
13 teaching, preaching, or spreading of religious beliefs by
14 Community Chapel should now be dismissed.

15 Community Chapel's motion is not based on anything explicit
16 in Jorgensen's complaint. Her second amended complaint is
17 straightforward on some issues, but she artfully avoids the
18 consequences of complete clarity. Some of these claims are
19 hidden. She never alleges that Community Chapel is liable for
20 the consequences of preaching, teaching, or otherwise spreading
21 its religious beliefs, but consider the following:

22 She alleges that "as a result of this [spiritual
23 connection] doctrine, plaintiff's (now former) husband fell in
24 love with his 'connection'; plaintiff's marriage was broken and
25 ultimately dissolved." (Second Amended Complaint, ¶ 18). Then
26

1 she adds that "in view of the destruction of her marriage by
2 this new practice and plaintiff's conviction that the teaching
3 was non-Biblical. . . she severed her ties with the church."
4 (Ibid)

5 In other words, she claims a religious practice broke up
6 her marriage and caused her to leave the church, and she accuses
7 the practice of being "non-Biblical."

8 Proof that she is attacking religion is further
9 demonstrated by what Jorgensen does not allege. She has not
10 sued the woman who was her former husband's spiritual connector,
11 the woman her husband fell in love with, and who allegedly
12 caused the breakup of her marriage. Jorgensen does not claim
13 that this unnamed woman was an agent of Community Chapel in
14 causing Ms. Jorgensen's husband to fall in love with her.

15 Instead, Jorgensen is suing the church! That only makes
16 sense if Jorgensen claims the church is liable for promoting
17 religious beliefs with which (a) Jorgensen does not agree and
18 (b) which cause an unnamed parishioner who was not the church's
19 agent to injure plaintiff. In sum, Jorgensen seeks damages from
20 Community Chapel for teaching religious beliefs and allowing its
21 members to practice them.

22 This is also illustrated by an assertion in plaintiff's
23 Supplemental Memorandum in Opposition, where she claims that:

24 "Religious . . . statements of belief are proper
25 subjects of consideration when a finding of liability
26 in tort depends on the fact of those statements . . .

1 and the harm they caused, not their truth or falsity."
2 pp. 16-17 (emphasis original).

3 By contrast, our understanding is that the validity of
4 religious beliefs cannot be questioned in the civil courts beyond
5 the threshold issues of whether they are (a) religious; and (b)
6 sincerely held. Subject to these two tests, plus the general
7 limitations on any utterance, the First Amendment does not allow
8 liability for holding or disseminating beliefs.

9 This discrete legal issue is especially appropriate for
10 summary judgment. Plaintiff's complaint raises many issues, but
11 a resolution of this one will resolve a major difference between
12 the parties as to the application of the First Amendment.

13 It may be useful to reiterate what Community Chapel's motion
14 does not address.

15 a. It does not address the question of liability by
16 individuals for religiously motivated conduct that may have
17 tortiously injured Jorgensen. Hence, we do not respond to
18 Jorgensen's assertions that religiously motivated conduct may
19 create tort liability despite the First Amendment.

20 b. It does not address Community Chapel's liability
21 as a principal for alleged torts by its agents.

22 c. It does not address Community Chapel's liability
23 for negligent supervision or retention of any agent or official.

24 We save these issues -- to the extent they are real issues
25 -- till another time.

1 3. Evidence Relied Upon. Community Chapel's motion is
2 based on the deposition testimony of Marvin Williams, George
3 Alberts, and Maureen Jorgensen, excerpts of which are attached,
4 and on the Declaration of Gregory Thiel filed herewith.

5 4. Community Chapel's Beliefs Are Religious. Jorgensen
6 has directly or indirectly challenged three beliefs at Community
7 Chapel: (a) dancing before the Lord; (b) spiritual connections;
8 and (c) demon deliverance. Each of these represents a religious
9 belief.

10 In nothing Jorgensen has said or filed in this action has
11 she really questioned the religious character of these beliefs.
12 She has disputed some of Community Chapel's scriptural
13 interpretations, but even she would concede that this is not a
14 subject open to inquiry. Courts cannot sit as "arbiters of
15 scriptural interpretation," Thomas v. Review Board of Indiana
16 Employment Security Division, 450 U.S. 707, 716 (1981).

17 Even though plaintiff suggests that this Court need not
18 decide whether Community Chapel's beliefs are religious, this
19 Court should nonetheless know why they are.

20 a. Procedure for Determining Religious Character.
21 The procedure for deciding whether beliefs are religious is
22 discussed in our Post-Hearing Brief at pages 2-7. As explained
23 there:

- 24 1. The trial court must decide in the absence
25 of a jury whether particular statements are religious.

1 Van Schaick v. Church of Scientology, 535 F. Supp.
2 1125, 1144 (D. Mass. 1982); Christofferson v. Church
3 of Scientology, 644 P.2d 577, 600-03 (Or. App. 1982);
4 Founding Church of Scientology v. United States, 409
5 F.2d 1146, 1165 (D.C. Cir. 1969).

6 2. A jury is only permitted to consider
7 nonreligious statements. Founding Church.

8 3. The trial court may decide the religious
9 character of statements on summary judgment. Van
10 Schaick.

11 4. In making that decision, the issue is not
12 whether there are genuine issues of material fact, but
13 whether a prima facie case of religious character has
14 been offered, and whether that prima facie case has
15 been effectively rebutted. Van Schaick, Founding
16 Church.

17 5. Christofferson makes the same point slightly
18 differently by allowing a jury to decide whether a
19 statement is religious or secular only if it is so
20 ambiguous that the court cannot say that the statement
21 was "necessarily religious."

22 6. In deciding these matters, the court makes
23 "an independent constitutional judgment on the facts
24 of the case" to ensure the necessary judicial
25 supervision required to uphold First Amendment
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1 guarantees. Jacobellis v. Ohio, 378 U.S. 184, 187-90
2 (1964). Bose Corporation v. Consumer's Union, Inc.,
3 466 U.S. 485, 499 (1984) (court must independently
4 examine entire record to assure that judgment does not
5 intrude into field of free expression).

6 Applying these procedures here, it is evident that
7 Community Chapel's practices are religious in character and, as
8 mentioned, Jorgensen does not really dispute this. Indeed, she
9 suggests that this Court "need not pass at all on whether
10 particular statements were or were not religious." Jorgensen
11 Supplemental Brief, p. 7, n.3.

12 Nonetheless, we briefly review why Community Chapel's
13 beliefs are religious.

14 b. Tests of Religious Character. The courts have
15 never devised a comprehensive definition of religion because the
16 question arises in so many contexts. Religion is usually defined
17 in terms of belief in a Supreme Being, United States v. Seeger,
18 380 U.S. 163 (1965) (conscientious objector); or "ultimate
19 concern" Dettmer v. Landon, 617 F. Supp. 592, 595 (E.D. Va.
20 1985), citing Tribe, American Constitutional Law § 14-6 at 828
21 (1978). While the historical longevity, number of devotees,
22 existence of leaders, religious literature, ceremonies and
23 holidays are not essential elements of a religion, they are
24 factors that should not be ignored. Wisconsin v. Yoder, 406 U.S.
25 205 (1972) (Amish tradition). See generally, Note, Toward a
26

1 Constitutional Definition of Religion, 91 Harv. L. Rev. 1056
2 (1978).

3 Applying these tests here is easy. Community Chapel
4 is a Christian church within the Pentecostal tradition. Its
5 beliefs are based on the Holy Bible. Some of these beliefs
6 parallel the beliefs of other past or present Christian sects.
7 By every test, these beliefs are religious in character.

8 c. The Spiritual Connection Doctrine is Religious.
9 Community Chapel's doctrine on spiritual connection has a
10 scriptural basis. It refers to Paul's exhortations about unity
11 in Ephesians 4:15-16, where he said:

12 But speaking the truth in love, may grow up into
13 him in all things, which is the head, even Christ:

14 From whom the whole body fitly joined together and
15 compacted by that which every joint supplieth,
16 according to the effectual working in the measure of
every part, maketh increase of the body into the
edifying of itself in love.

17 (Emphasis added.)

18 Spiritual connection doctrine is not based solely on
19 a closely-knit, unified congregation, but on the belief that one
20 can experience God through a spiritual, as distinct from
21 physical, bond or connection with another person. Adherents base
22 this belief on a prayer by Jesus, where He said:

23 And the glory which thou gavest me I have given
24 them; that they may be one, even as we are one:

24 I in them, and thou in me, that they may be made
25 perfect in one; and that the world may know that thou
26 hast sent me, and hast loved them, as thou hast loved
me.

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Father, I will that they also, whom thou hast given me, be with me where I am; that they may behold my glory, which thou hast given me: for thou lovedst me before the foundation of the world.

O righteous Father, the world hath not known thee: but I have known thee, and these have known that thou hast sent me.

And I have declared unto them they name, and will declare it: that the love wherewith thou hast loved me may be in them, and I in them.

John 17:22-26 (emphasis added).

Adherents thus believe that God was in Jesus, and that Jesus could be in his followers, so that they could experience Him through spiritual bonds with each other.

Other support for these views is claimed from Paul's letters to the Corinthians, where he described Communion "of the body of Christ," 1 Corinthians 10:16-17:

The cup of blessing which we bless, is it not the communion of the blood of Christ? The bread which we break, is it not the communion of the body of Christ?

For we being many are one bread, and one body: for we are all partakers of that one bread.

This unity of believers and connection with the Lord's body is repeated in the next chapter:

For first of all, when ye come together in the church, I hear that there be divisions among you; and I partly believe it.

. . .

When ye come together therefore into one place, this is not to eat the Lord's supper.

For in eating every one taketh before other his own supper: and one is hungry, and another is drunken.

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. . .

For he that eateth and drinketh unworthily, eateth and drinketh damnation to himself, not discerning the Lord's body:

1 Corinthians 11:18, 20-21, 29.

And, finally,

For the body is not one member, but many.

. . .

That there should be no schism in the body; but that the members should have the same care one for another.

And whether one member suffer, all the members suffer with it; or one member be honoured, all the members rejoice with it.

1 Corinthians 12:14, 25-26.

Community Chapel followers believe these scriptures call for spiritual connections between members of the church, and through those connections that God will be manifested and experienced.

d. Community Chapel's Belief in Dancing Before the Lord is Religious. The doctrine of dancing before the Lord has traditionally been recognized in many Pentecostal churches. A witness listed by plaintiff, Marvin Williams, a former Community Chapel member who served as a pastor for thirty years in Assembly of God churches, explained in his deposition that the Old Testament referred to dancing of a spiritual nature, resulting

1 from an outpouring of the Holy Spirit. Marvin Williams Dep. 91-
2 92.

3 Mr. Williams explained that the practice of
4 spiritually-based dancing in church had waned over the last 10-
5 15 years, but it was still practiced in some Pentecostal
6 Christian religions, and he had known of it. Id. at 90-91.

7 Some of the Scriptural bases for dancing before the Lord are
8 set forth in the Thiel Declaration.

9 e. The Doctrine of Deliverance is Religious. The
10 Thiel Declaration describes the doctrine of deliverance or demon
11 rebuking as practiced at Community Chapel. His declaration also
12 references some of the scriptures which illustrate these
13 practices by Jesus or his disciples. Other references in that
14 declaration refer to New Testament directions to church leaders
15 specifically relating to or illustrating rebuking.

16 Each of these three doctrines -- spiritual connection,
17 dancing before the Lord, and deliverance -- have an extensive
18 Scriptural basis. All were the subject of extensive preaching
19 and teaching at Community Chapel. Special seminars were held for
20 counselors and elders. Clearly, all three doctrines are
21 religious.

22 5. Community Chapel's Beliefs Were Sincerely Held. The
23 second threshold test for protection of religious beliefs is that
24 they must be sincerely held. Despite much ado, like the
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1 religious nature of Community Chapel's beliefs, this is
2 essentially a nonissue.

3 Jorgensen has been unwilling to question the sincerity of
4 Community Chapel's beliefs. When asked during her deposition
5 whether she had any reason to believe that advocacy of the
6 spiritual connection doctrine was based on anything other than
7 a sincerely held belief, Jorgensen simply replied, "I mean, I
8 really don't know." Jorgensen Dep., Vol. III 84-85. Moreover,
9 in her Supplemental Memorandum, Jorgensen concedes that she "does
10 not allege fraud," Memo. p. 7, n.3, which leads her to suggest
11 that a determination on the religious character of Community
12 Chapel's statements is unnecessary. Ibid.

13 While she has offered nothing to question the sincerity of
14 Community Chapel's beliefs, other witnesses not known for their
15 friendliness toward Community Chapel have testified that those
16 beliefs are indeed sincere.

17 George Alberts, a witness listed by plaintiff, who had been
18 in charge of counseling at Community Chapel, did not accept the
19 doctrine of spiritual connections and ultimately left the church
20 because of it. Yet, he testified in his deposition that he
21 understood at all times that Pastor Barnett and the senior elders
22 of Community Chapel sincerely held the spiritual connection
23 doctrine as a religious belief. Alberts Dep., March 18, 1989,
24 100.

1 Similarly, Marvin Williams, who also did not accept the
2 spiritual connection doctrine and left Community Chapel because
3 of it, nonetheless testified:

4 Q: Understanding that you have a theological
5 difference of opinion, was there an indication
6 from the pulpit that Don [Barnett] believed there
7 was a Biblical or Christian basis for this
8 doctrine?

9 A: He believed that there was, but I didn't.

10 Williams Dep. 124.

11 Finally, it is significant that Jorgensen herself believed
12 in Community Chapel's doctrines. When asked in her deposition,
13 she admitted that she believed in demon deliverance, dancing
14 before the Lord, and spiritual connections. Jorgensen Dep., Vol.
15 II, p. 78.

16 Sincerity is a fact question, but, as explained in our Post-
17 Hearing Brief, it is "a concept that can only bear so much
18 adjudicative weight," Gillette v. United States, 401 U.S. 437,
19 457 (1971), and requires heightened sensitivity, because "it is
20 frequently difficult to separate this inquiry from a forbidden
21 one involving the verity of the underlying belief."
22 International Society for Krishna Consciousness, Inc. v. Barber,
23 650 F.2d 430, 441 (2d Cir. 1981).

24 Based on the record before this Court, there is no genuine
25 issue of material fact regarding the sincerity of Community
26 Chapel's religious beliefs. Some people did not agree with them;
some even questioned their biblical basis, but there is nothing

1 to suggest that Community Chapel's beliefs were held or taught
2 insincerely.

3 Even if a material fact issue remained, the response ought
4 not be simply to turn this question over to a jury. As explained
5 in State ex rel. Burrell-El v. Autrey, 752 S.W.2d 895, 901 (Mo.
6 App. 1988):

7 To determine these questions of whether there is a
8 religion in the constitutional sense, that the conduct
9 is truly religious and the sincerity of the religious
10 belief, a person claiming the free exercise of religion
11 is entitled to a threshold hearing to offer testimony
12 and evidence thereon. [Emphasis added]

13 Such a safeguard is necessary to avoid having a jury "screen
14 out mainstream practices of a particular religion from those
15 practices to which only a minority of believers adhere."
16 Martinelli v. Dugger, 817 F.2d 1499, n.17 (8th Cir. 1987).
17 Beliefs may seem unreasonable to some, but that "does not mean
18 that they can be made suspect before the law." United States v.
19 Ballard, 322 U.S. 78, 87 (1943).

20 In any determination of sincerity, the burden on the party
21 claiming Free Exercise protection "is not a heavy one."
22 Philbrook v. Ansonia Board of Education, 757 F.2d 476, 482 (2d
23 Cir. 1985), modified on other issues, 107 S. Ct. 367 (1986),
24 because:

25 We must avoid any test that might turn on "the
26 factfinder's own idea of what a religion should
resemble." C. Tribe [American Constitutional Law] at
861.

Ibid.

1 In light of Jorgensen's concession that she does not claim
2 fraud based on anything Community Chapel professed, her
3 suggestion that this Court need not pass on the religious
4 character of Community Chapel's beliefs, her unwillingness to
5 claim that Community Chapel's beliefs were not sincerely held,
6 her admission under oath that she shared these beliefs herself,
7 and all the other evidence and authority showing that they were
8 sincerely-held, this Court is entitled to conclude that neither
9 the religious character nor the sincerity of Community Chapel's
10 beliefs is a genuine issue in this case.

11 6. The Immunity of Sincerely-Held Religious Beliefs.

12 Plaintiff virtually concedes that Community Chapel's beliefs
13 were sincerely-held and religious. And she does not challenge
14 the truth or falsity of those beliefs, correctly acknowledging
15 that the First Amendment bars such a challenge. United States
16 v. Ballard, 322 U.S. 78 (1943).

17 Yet, she erroneously claims that truth or falsity is the
18 only thing "shielded from injury." Jorgensen Supplemental Memo,
19 p. 16. She appears to claim that dissemination of beliefs may
20 form the basis for liability so long as the truth or falsity of
21 those beliefs is not challenged.

22 That is not a correct understanding of the First Amendment,
23 and conflicts with the very authorities on which she relies. As
24 the Supreme Court announced in Cantwell v. Connecticut, 310 U.S.
25 296 (1940), the First Amendment's Free Exercise Clause:

1 . . . embraces two concepts -- freedom to believe and
2 freedom to act. The first is absolute but, in the
nature of things, the second cannot be.

3 310 U.S. 303-04 (emphasis added).

4 The absolute immunity of religious beliefs is recognized in
5 a host of cases, of which we can only mention a few. While a
6 court may inquire into the sincerity of a person's beliefs, it
7 may not judge the truth or falsity of those beliefs. United
8 States v. Ballard, 322 U.S. 78 (1944). The government may not
9 compel affirmation of a religious belief, Torasco v. Watkins, 367
10 U.S. 488, 495 (1961), or penalize or discriminate against groups,
11 Fowler v. Rhode Island, 345 U.S. 67, 70 (1953), or individuals,
12 Frazer v. Illinois Department of Employment Services, ___ U.S.
13 ___, 57 U.S. Law Week 4397 (March 29, 1989), on the basis of
14 their religious beliefs. Nor may it use the taxing power to
15 inhibit the dissemination of particular religious views. Murdock
16 v. Pennsylvania, 319 U.S. 105, 116 (1943).

17 As explained in Patrick v. Le Fevre, 745 F.2d 153, 157 (2d
18 Cir. 1984):

19 Indeed, the blessings of our democracy are ensconced
20 in the first amendment's unflinching pledge to allow
21 our citizenry to explore diverse religious beliefs in
22 accordance with the dictates of their conscience. The
23 freedom to believe as one chooses without secular
24 interference evinces an abiding confidence in the
25 benefits attendant to a truly pluralistic state.

26 If freedom to believe is truly absolute, it cannot form a
basis for tort liability. The imposition of such liability would
exert a coercive effect equivalent to prohibition, because "the

1 very essence of a tort is that it is an unlawful act." Langford
2 v. United States, 101 U.S. (11 Otto) 341, 345 (1879).

3 7. Expression of Religious Beliefs is Also Immune. The
4 nub of our disagreement with plaintiff over the First Amendment's
5 application appears to lie in the question of whether expression
6 of religious beliefs is also immune from tort liability.

7 She seems to argue that expression is like conduct, which
8 may be regulated despite its religious motivation. In her
9 Supplemental Memorandum in Opposition she claims that the free
10 exercise clause "does not immunize those who successfully preach
11 in favor of child abuse." p. 14. Her example is inapt, for it
12 is unlikely that child abuse would be a sincerely held religious
13 belief, but if it were, preaching in favor of it would be
14 protected. Liability by the actual perpetrator is a different
15 matter but the act of preaching a sincerely held religious belief
16 is protected.

17 This is not to say that the First Amendment immunizes all
18 speech from potential liability or that clergy may never be
19 liable in tort for what they say. On the contrary, we contend
20 that tort actions based on expression can only begin where free
21 speech ends, and not, as here, on theology which allegedly leads
22 others astray to the detriment of plaintiff.

23 This distinction is crucial. Simply put: Tort liability,
24 under whatever label, cannot constitutionally be based on the
25 content of expressed ideas, merely because of the effect such
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1 ideas are claimed to have on another. Hustler Magazine, Inc. v.
2 Falwell, 108 S. Ct. 876 (1988); NAACP v. Claiborne Hardware Co.,
3 458 U.S. 886 (1982); Paul v. Watchtower Tract & Bible Society,
4 819 F.2d 875 (9th Cir. 1987).

5 a. Such Expression is Protected as Free Speech. The
6 First Amendment's Free Speech Clause absolutely prohibits any
7 such content-based restrictions on expressions of opinion:
8 "[A]bove all else, the First Amendment means that government has
9 no power to restrict expression because of its message, its
10 ideas, its subject matter, or its content." Police Department
11 of Chicago v. Mosley, 408 U.S. 92, 95-96 (1972) (collecting
12 cases). Accord, Arkansas Writers' Project, Inc. v. Ragland, 107
13 S. Ct. 1722, 1727-28 (1987).

14 The First Amendment therefore allows tort actions only
15 where predicated not on speech content but on nonspeech conduct
16 (see, e.g., Great Atl. & Pac. Tea Co. v. Roch, 153 Atl. 22 (Md.
17 1930) (dead cat placed in a delivery of groceries)), or on
18 knowingly false statements of fact or otherwise constitutionally
19 unprotected expression: "For example, a phone call which falsely
20 informs a woman that her husband has been killed in an automobile
21 accident, made for the purpose of causing severe emotional
22 distress, should not be regarded as within the protection of the
23 First Amendment." M. Nimmer, A Treatise on the Theory of the
24 First Amendment § 2.05[B][1] at 2-31, n.36 (1984). Cf., Schenck
25 v. United States, 249 U.S. 47, 52 (1919) ("The most stringent
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1 protection of free speech would not protect a man in falsely
2 shouting fire in a theatre and causing panic."¹

3 But the presence of one or the other of these factors
4 -- unprotected expression or "separately identifiable [wrongful]
5 conduct," Cohen v. California, 403 U.S. 15, 18 (1971), is the
6 essential and exclusive basis for liability. Two unanimous
7 decisions of the Supreme Court emphasize this point.

8 In NAACP v. Claiborne Hardware Co., 458 U.S. 886
9 (1982), the Court reversed a damages award against an
10 undifferentiated mix of constitutionally protected speech and
11 unprotected tortious acts engaged in by members of a civil rights
12 boycott. The Court held that while specific individuals could
13 be held responsible for specific identifiable wrongful acts not
14 part of protected advocacy (458 U.S. at 926), the First Amendment
15 "imposes a special obligation on this Court to examine critically
16 the basis on which liability was imposed. . . . Specifically,
17 the presence of activity protected by the First Amendment imposes
18 restraints on the grounds that may give rise to damages liability
19 and on the persons who may be held accountable for those
20 damages." *Id.* at 915, 916-17 (footnotes omitted). The Court
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23 ¹ See also Note, First Amendment Limits on Tort Liability
24 for Words Intended to Inflict Severe Emotional Distress, 85
25 Colum. L. Rev. 1749, 1784 (1985) ("the use of the tort to
26 regulate and punish the advocacy of abhorrent ideas strikes
against the heart of first amendment protection and is therefore
impermissible.").

1 held that under the Constitution, no part of the damages award
2 could be infected by the taint of unlawful restriction of
3 protected speech; it therefore reversed the entire judgment.
4 Claiborne Hardware thus holds that while state tort law may
5 afford relief for unprivileged nonspeech conduct invading
6 another's rights, such relief cannot extend to, or interfere
7 with, free expression and advocacy.

8 The Supreme Court's recent decision in Hustler
9 Magazine, Inc. v. Falwell, 107 S. Ct. 876 (1988), involves the
10 nearly identical issue of "First Amendment limitations upon a
11 State's authority to protect its citizens from the intentional
12 infliction of emotional distress." Id. at 879. The Court
13 reversed a \$200,000 jury verdict for intentional infliction of
14 emotional distress based on an advertisement parody attacking
15 Jerry Falwell. The Court held that, absent a finding of falsity,
16 no action for intentional infliction of emotional distress could
17 be maintained by a public figure, even where the publisher's
18 malice is established.

19 To the extent Jorgensen's claim of outrage is based on what
20 was said to her, that claim is not cognizable. As the Court
21 explained:

22 "Outrageousness" in the area of political and social
23 discourse has an inherent subjectiveness about it which
24 would allow a jury to impose liability on the basis of
25 the jurors' tastes or views, or perhaps on the basis
26 of their dislike of a particular expression. An
"outrageousness" standard thus runs afoul of our
longstanding refusal to allow damages to be awarded
because the speech in question may have an adverse

1 emotional impact on the audience. See NAACP v.
2 Claiborne Hardware Co., 458 U.S. 886, 910 (1982)
3 ("Speech does not lose its protected character . . .
4 simply because it may embarrass others or coerce them
5 into action."). And, as we stated in FCC v. Pacifica
6 Foundation, 438 U.S. 726 (1978):

7 "[T]he fact that society may find speech
8 offensive is not a sufficient reason for
9 suppressing it. Indeed, if it is the
10 speaker's opinion that gives offense, that
11 consequence is a reason for according it
12 constitutional protection. For it is a
13 central tenet of the First Amendment that
14 government must remain neutral in the
15 marketplace of ideas." Id. at 745-46.

16 See also Street v. New York, 394 U.S. 576, 592 (1969)
17 ("It is firmly settled that . . . the public expression
18 of ideas may not be prohibited merely because the ideas
19 are themselves offensive to some of their hearers.").

20 108 S. Ct. at 882. See also, e.g., Cohen v. California, 403 U.S.
21 15 (1971); Organization for a Better Austin v. Keefe, 402 U.S.
22 415, 419 (1971) ("so long as the means are peaceful, the
23 communication need not meet standards of acceptability").

24 b. Such Expression is Doubly Protected As Religious
25 Speech. These fundamental First Amendment principles apply with
26 their greatest force to the right to hold and express religious
opinion. Religious speech is obvious no less protected than
speech of any other kind. Widmar v. Vincent, 454 U.S. 263, 269,
n.6 (1981). Indeed, many of the Supreme Court's landmark
decisions upholding the right of free speech have dealt with
speech of a religious nature -- speech that was doubtless
controversial and, to many, highly offensive. In Cantwell v.
Connecticut, 310 U.S. 296, 309 (1940), for example, the Court

1 held that religious speech may not be banned merely because it
2 is offensive to those who might hear it. ("The hearers were in
3 fact highly offended.") And in Murdock v. Pennsylvania, 319 U.S.
4 105, 116 (1943), the Supreme Court said with respect to the
5 religious speech at issue:

6 [P]lainly a community may not suppress, or the state
7 tax, the dissemination of views because they are
8 unpopular, annoying or distasteful. If that device
9 were ever sanctioned, there would have been forged a
10 ready instrument for the suppression of the faith which
11 any minority cherishes but which does not happen to be
12 in favor. That would be a complete repudiation of the
13 philosophy of the Bill of Rights.

14 But in addition to the protections of the free speech
15 clause, the First Amendment's safeguards of the free exercise of
16 religion and church-state separation provide an extra measure of
17 protection for religious expression. Because "[t]he law knows
18 no heresy, and is committed to the support of no dogma," Watson
19 v. Jones, 80 U.S. (13 Wall.) 679, 728 (1871), every person was
20 granted by the First Amendment "the right to worship as he
21 pleased and to answer to no man for the verity of his religious
22 views." United States v. Ballard, 322 U.S. 78, 87 (1944). The
23 First Amendment "embraces the right to maintain theories of life
24 and death" that the overwhelming majority might find "rank
25 heresy," *id.* at 86, and to express those ideas to others.
26 Cantwell, 310 U.S. at 310.

Religious expression within the church enjoys a
constitutionally protected status as high as that of any speech

1 in any context: "Religious activities which concern only members
2 of the faith are and ought to be free -- as nearly absolutely
3 free as anything can be." Prince v. Massachusetts, 321 U.S. 158,
4 177 (1940) (Jackson, J.,); accord Paul v. Watchtower Bible &
5 Tract Society, 819 F.2d 875, 883 (9th Cir. 1987) (quoting with
6 approval); Laycock, Towards a General Theory of the Religion
7 Clauses, 81 Colum. L. Rev. 1373 at 1374 (1981). Thus, as the
8 Ninth Circuit recently explained, "[o]ffense to someone's
9 sensibilities resulting from religious conduct is simply not
10 actionable in tort Without society's tolerance of
11 offenses to sensibility, the protection of religious differences
12 mandated by the First Amendment would be meaningless." Paul, 819
13 F.2d at 883 (citations omitted) (free exercise clause bars
14 intentional infliction of emotional distress claim for religious
15 "shunning" of former church member).

16 Jorgensen has disclaimed any allegation of fraud, and she
17 has not alleged, nor is there any evidence to show that the
18 religious speech at issue here falls into any other category of
19 unprotected utterances, such as obscenity, "fighting words,"
20 immediate incitement to riot, or direct, intentional solicitation
21 of a crime. See Miller v. California, 413 U.S. 15 (1973);
22 Brandenburg v. Ohio, 395 U.S. 444 (1969); Chaplinsky v. New
23 Hampshire, 315 U.S. 568, 572 (1942); Giboney v. Empire Storage
24 and Ice Co., 336 U.S. 490, 502 (1949).

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1 Community Chapel's right to preach, teach, or otherwise
2 spread its sincerely-held religious beliefs is as much protected
3 as the right of its members to hold those beliefs. The Free
4 Exercise Clause protects the right not only to hold religious
5 beliefs, but also "the right to preach, proselyte, and perform
6 other similar religious functions" that propagate, sustain, and
7 deepen belief. McDaniel v. Paty, 435 U.S. 618, 626 (1978)
8 (Burger, C.J.) (plurality opinion).

9 Beliefs and conduct cannot always "be neatly confined in
10 logic-tight compartments." Wisconsin v. Yoder, 406 U.S. 205, 220
11 (1972). The preaching, teaching, and spreading of religious
12 beliefs must be absolutely protected for, as Justice Douglas
13 warned in Speiser v. Randall, 357 U.S. 513, 536 (1958)
14 (concurring), "Advocacy and belief go hand in hand. For there
15 can be no true freedom of mind if thoughts are secure only when
16 they are pent up."

17 Expression of beliefs protected under the First Amendment
18 cannot be the basis for any part of a tort action. Community
19 Chapel's motion to dismiss, treated as a motion for partial
20 summary, judgment should be granted.

21 Respectfully submitted this _____ day of April, 1989.

22 SCHWEPPE, KRUG & TAUSEND, P.S.

23
24 By _____

25 David G. Knibb
26 Robert J. Rohan
Anthony D. Shapiro

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21 Respectfully submitted this 14th day of April, 1989.

22 SCHWEPPE, KRUG & TAUSEND, P.S.

23 By David G. Knibb

24 David G. Knibb

25 Robert J. Rohan

26 Anthony D. Shapiro

 Attorneys for Community Chapel

0147-005\N032789A.DGK

1 A At a retreat it was probably the spontaneity was there
2 at that time.

3 Q You were a minister from the Midwest.

4 A Yes.

5 Q That particular dancing or swaying to the music was
6 not unique to Community Chapel in the Pentecostal faith,
7 was it?

8 A No, it wasn't.

9 Q Could you explain that for us.

10 A Well, it was introduced by certain people there such as
11 the college teachers and they, in the very beginning,
12 were probably stoic, but later on because --

13 Q I'm asking you to explain what you know.

14 MS. JONES: Rod, would you let him finish
15 the question?

16 MR. HOLLENBECK: No, I'm going to strike the
17 answer. I'm asking you to explain what you know from
18 the Midwest about dancing in other Pentecostal
19 religions.

20 A We're going back to the Midwest?

21 Q (By Mr. Hollenbeck) Right.

22 A The culture?

23 Q Right. I'm asking you about -- We'll get to this, but
24 I'm asking you about the spontaneous dancing or swaying
25 or dancing to music in Pentecostal religions prior to

MARVIN WILLIAMS DEPOSITION, pgs. 90-92

1 your ever coming to Community Chapel, what you knew of
2 that, if anything.

3 A All right. I have known of it because it was practiced
4 in Pentecostal churches, but generally it was a
5 spontaneity but in order with whatever was happening
6 in the church service, and it was not something that
7 was out of order but it would be during a time of
8 worship and a time when dancing, if it was approved of
9 in that church, was not something that was wrong, if
10 it was acceptable.

11 Q Was that unique, Mr. Williams, to Pentecostal Christian
12 religions or was it found in what are denoted fundamen-
13 talist Christian religions?

14 A Probably more on the Pentecostal side.

15 Q Can you give me an example of a Pentecostal church that
16 you were aware of when you were in the Midwest that
17 exercised or practiced this type of worship?

18 A Very few churches even the last 10, 15 years had any
19 dancing going on. It was an earlier form that was
20 introduced from a Biblical, quote, outpouring, unquote,
21 of the Holy Spirit is what it was called, and then if
22 you get into the Bible, you'll find more about dancing
23 and it's introduced in the Bible itself.

24 Q Where is it introduced in the Bible, Mr. Williams?

25 A Of course, you have to go back into Old Testament and

1 do some real looking for it, but it's in there.

2 Q And this has some spiritual connotation in the Bible,
3 the dancing?

4 A It was probably a good situation, you know, in a
5 service of worship.

6 Q I'm asking about the Biblical reference that you've
7 made, whether it was a spiritual dancing that's
8 referenced as you understand it in the Bible.

9 A It would have been a good concept, yes.

10 Q Well, I apologize. You've used the words spiritual
11 and soulical. I assumed from your use of those two
12 phrases in your 30 years of ministry that you felt there
13 was a difference between spiritual and soulical; am I
14 correct?

15 A Yes.

16 Q Spiritual involves man's interaction with a deity.

17 A Yes.

18 Q Soulical involves physical man's physical interaction
19 with another physical man or woman.

20 A Yes.

21 Q I'm asking you if in your experience or knowledge of the
22 Old Testament which you've referred to that dancing
23 that was mentioned in the Bible was spiritual in nature.

24 A Sometimes it was soulical, sometimes it was spiritual.

25 Q Obviously, Salome's dance of the seven veils was not

1 doctrine perpetrated by Don Barnett definitely
2 influenced my husband to get involved with a woman
3 that he should never have been involved with.

4 Q. Do you believe he would have gotten
5 involved if there hadn't been the spiritual
6 connection doctrine.

7 MS. JONES: Objection; extremely
8 speculative.

9 A. I will say that I have no way of knowing,
10 but I don't think so. I don't think he would have,
11 not in the same way. He wouldn't have been in that
12 position without connecting.

13 Q. Do you have any reason to believe that the
14 Barnetts' advocacy of the spiritual connection
15 doctrine was anything other than a sincerely held
16 religious belief?

17 A. You're asking me what my opinion is now?

18 Q. I'm asking you your reasons, if you have
19 any reasons, to believe that their advocacy of the
20 spiritual connection doctrine at the time that was
21 advocated was anything other than a sincerely held
22 belief? In other words, if you think it wasn't, I
23 want to know every reason why you think
24 it wasn't.

25 A. Yes, I see.

1 I -- I don't know.

2 Q. That's fine.

3 A. I mean, I really don't. Is that fine?

4 Okay, good.

5 Q. Did you suffer emotional distress as a
6 result of the separation and divorce from your first
7 husband?

8 A. I was emotionally distressed, very
9 emotionally distressed.

10 Q. Does that distress continue at all today?

11 A. It has had definite impact on my
12 emotional wellbeing.

13 Q. Can you segregate that distress from any
14 other distress you suffered as a result of the
15 things you talk about in your Complaint?

16 MS. JONES: Objection; vague.
17 Segregate in what way? For damages?

18 MR. WINCHELL: From the distress she
19 suffered from the breakup of her marriage; from
20 the distress she suffered as a result of the
21 allegations contained in her Complaint.

22 MS. JONES: Do you understand?

23 THE WITNESS: No, I don't understand
24 the question.

25 Q. You don't understand the question?

(By Mr. Rohan.

1 Q Did you believe at that time, at the time you wrote
2 your first letter to Donald Barnett, that he believed,
3 that spiritual connection was a sincerely held religious
4 belief on his part?

5 MS. JONES: Objection, calls for speculation.

6 THE WITNESS: Yes.

7 Q Did you ever change that opinion prior to the time
8 you left the church in May of 1986?

9 A No.

10 Q Do you have that opinion today?

11 A Yes.

12 Q And it's still the same opinion?

13 A It is my opinion that it was a sincerely held religious
14 belief on his part, yes.

15 Q Was it a sincerely held religious belief on the part
16 of the senior elders of Community Chapel and Bible
17 Training Center?

18 A Yes. I would, in my opinion, I would say yes.

19 Q And you still have that opinion as of today?

20 A I still have that opinion as of today.

21 MR. ROHAN: I'd like to take ten minutes.

22 (Brief recess taken.)

23 Q Let me go back a little bit. Again, I apologize for
24 being a little out of time sequence here, but you talked
25 about the 20 to 30 letters you sent to Donald Barnett

1 Q Did she to someone else during that time period prior
2 to her departure from the church, to your knowledge?
3 A She may have brought up his sexual misconduct past to
4 others, counselors.
5 Q But you don't know who that may have been?
6 A It could have been George Alberts.
7 Q Don and Barbara Barnett, my clients, introduced and
8 advocated from the pulpit the doctrine of spiritual
9 connections; is that correct? In your opinion, from
10 your observations?
11 A Yes.
12 Q Don did so in his capacity as pastor of Community
13 Chapel and Bible Training Center.
14 A Would you run that by me?
15 Q Did Don Barnett do this in his capacity as pastor of
16 Community Chapel and Bible Training Center?
17 A Yes.
18 Q Understanding you have a theological difference of
19 opinion, was there an indication from the pulpit that
20 Don believed there was a Biblical or Christian basis
21 for this doctrine?
22 A He believed that there was, but I didn't.
23 Q You disagreed.
24 A That's right.
25 Q Hence you left in March of 1986.

MARVIN WILLIAMS' DEPOSITION, pg. 124

1 Q. Can you tell me how many there were?

2 A. Approximately seven.

3 Q. And these moves of God, were they kind of a flowing
4 thing; did they overlap into one another, or were they very
5 distinct and separate?

6 A. There, in my mind, they were led into each other and
7 sort of flowed together.

8 Q. Did they build upon one another to an extent?

9 A. To a certain extent, yes.

10 Q. The last move of God was the move of being
11 spiritually connected?

12 A. Yes, that was.

13 Q. And that came out of the move of God of demon
14 deliverance to some extent?

15 A. Well, actually it came out of dancing before the
16 Lord.

17 Q. Which came in between the two?

18 A. No, demon deliverance was before that.

19 Q. Did you believe in demon deliverance?

20 A. Yes.

21 Q. Did you believe in dancing before the Lord?

22 A. Yes.

23 Q. Did you believe in spiritual connections?

24 A. Yes.

25 Q. Did you experience spiritual connections?

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JOHN W. RILEY
SUPERIOR COURT JUDGE

CIVIL TRACK I
THE HONORABLE JOHN RILEY

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SUPERIOR COURT FOR THE STATE OF WASHINGTON
COUNTY OF KING

MAUREEN P. JORGENSEN,)	
	)	NO. 86-2-26360-8
Plaintiff,)	
	)	COMMUNITY CHAPEL'S THIRD
v.	)	MOTION FOR PARTIAL SUMMARY
	)	JUDGMENT
COMMUNITY CHAPEL AND BIBLE)	
TRAINING CENTER, a Washington	)	(STATUTE OF LIMITATIONS)
non-profit corporation, et)	
al.,	)	Hearing Date: April 28, 1989
	)	1:30 p.m.
Defendants.)	

I. RELIEF REQUESTED

Defendant, Community Chapel and Bible Training Center ("Community Chapel") moves pursuant to CR 56(b) for partial summary judgment to dismiss with prejudice plaintiff's claims for (1) constructive trust and (2) breach of contract, on the grounds that these claims are barred by the statutes of limitation.

II. STATEMENT OF FACTS

In the early 1970's, plaintiff, Maureen Jorgensen, ("Jorgensen") age 19, was seriously injured in Alaska in an automobile accident which rendered her a partial quadriplegic. Second Amended Complaint, ¶ 6.

After her automobile accident and before the net receipt of \$730,000 from her lawsuit over that accident, Jorgensen began

COMMUNITY CHAPEL'S THIRD
MOTION FOR PARTIAL SUMMARY
JUDGMENT - 1

SCHWEPPE, KRUG & TAUSEND, P.S.

800 WATERFRONT PLACE
1011 WESTERN AVENUE
SEATTLE, WASHINGTON 98104
(206) 2231600

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1 attending Community Chapel's church services and Bible College.
2 Id. at 7. Jorgensen alleges that Community Chapel unduly
3 influenced her into making a substantial loan to Community Chapel
4 from her personal injury proceeds. Second Amended Complaint,
5 ¶ 23. She claims this undue influence took the form of
6 pressuring her through her husband, (Jorgensen Dep., Dec. 22,
7 1988 at 47) long meetings by the pastor with her in a darkened
8 room, (Id. at 23-25) his emphasizing the importance of
9 stewardship, (Id. at 45) and his persistent telephone calls. Id.
10 at 27-28.

11 On December 1, 1975, Jorgensen loaned Community Chapel
12 \$480,000. Second Amended Complaint, ¶ 11. Her attorney,
13 Charles Moren, negotiated the terms of a promissory note,
14 (Jorgensen Dep., November 16, 1988, at 114-16) which Community
15 Chapel signed, promising to repay the loan in \$2000 monthly
16 increments. Exhibit 1. Jorgensen concedes that the darkened
17 room meetings and persistent phone calls ended after the loan was
18 completed. Jorgensen Dep., Dec. 22, 1988 at 23-25, 28.

19 Jorgensen claims that defendant, in consideration for this
20 loan, also assured her that Community Chapel would provide care
21 and support her for life, including payment of any medical
22 expenses she might incur, and money to hire "a girl" to help
23 around the house, to purchase a home suitable for her needs, and
24 to purchase a vehicle. Jorgensen Dep., Dec. 9, 1988, at 87. This
25 alleged agreement was not in writing.

1 In 1976 or 1977, Jorgensen asked Community Chapel to pay for
2 the completion of her house. Id. at 61. Community Chapel denied
3 her request for money. Id. Jorgensen was obviously put on
4 notice that defendants did not intend to honor her understanding
5 of their agreement, because Barnett, furious with Jorgensen's
6 request, told her flat out that the church did not owe her
7 anything. Id. Jorgensen claims she was embarrassed and
8 disappointed. Id. Instead of giving Jorgensen the money,
9 Community Chapel loaned Jorgensen \$35,000. Id. at 43-44.
10 Thereafter, Community Chapel repeatedly sent Jorgensen statements
11 regarding this \$35,000 loan. Id. Jorgensen took no steps to
12 enforce the original agreement as she understood it.

13 In 1982, Jorgensen asked Community Chapel for financial help
14 again, this time to help pay for the land for her second home.
15 Id. at 62. Again, Community Chapel refused, and told her to
16 apply for a loan from a bank. Id.

17 Jorgensen incurred medical expenses between 1975 and 1985
18 (Id. at 57-59), but did not ask Community Chapel to pay for any
19 of them until 1985. Id. at 60, Jorgensen Dep., Dec. 22, 1988 at
20 138 Before 1985, Jorgensen wrote letters to Community Chapel
21 concerning her mounting bills and the mortgage on her third
22 house. Jorgensen Dep., Dec. 9, 1988 at 138. Community Chapel
23 consistently denied these requests. Id. at 62-63. Throughout
24 this entire period, the only money Community Chapel paid to
25
26

1 Jorgensen was the \$2000 per month as provided in the promissory
2 note. Jorgensen Dep., Dec. 9, 1988, at 101.

3 Jorgensen did not file this action until December 17, 1986.
4 She brings this action seeking damages more than eleven years
5 after Community Chapel signed the promissory note and allegedly
6 promised to support her and pay her expenses. She also seeks a
7 constructive trust, claiming that defendants unduly influenced
8 her to loan her money , especially without interest, so that they
9 have been unjustly enriched through the interest-free use of her
10 money.

11 **III. STATEMENT OF ISSUES**

12 1. Whether Jorgensen's claim for a constructive trust based
13 on unjust enrichment through the interest-free use of her money
14 since December 1, 1975, is barred by the statute of limitation.

15 2. Whether Jorgensen's claim for breach of contract based
16 on an alleged oral promise by Community Chapel in 1975 to support
17 her and pay her expenses is barred by the statute of limitation.

18 **IV. EVIDENCE RELIED UPON**

19 This motion is based upon Jorgensen's second amended
20 complaint and her deposition testimony, excerpts attached.

21 **V. ARGUMENT**

22 Jorgensen's claim for establishment of a constructive trust
23 and her claim that Community Chapel breached an oral agreement
24 to provide care and support to her for life, are both barred by
25 RCW 4.16.080(3).
26

1 A. Pursuant to RCW 4.16.080(3), Claims for Establishment
2 of a Constructive Trust Based on Unjust Enrichment Must
3 Be Filed within Three Years.

4 Jorgensen claims that Community Chapel was unjustly enriched
5 by the use of her money while paying no interest. Second Amended
6 Complaint, ¶ 23. Relief grounded upon an action for unjust
7 enrichment is subject to the three-year statute of limitation
8 applicable to actions on unwritten contracts. RCW 4.16.080(3).
9 Eckert v. Skagit Corporation, 20 Wn. App. 849, 583 P.2d 1239
10 (1978), citing Geranios v. Annex Investments, Inc., 45 Wn.2d 233,
11 273 P.2d 793 (1954). RCW 4.16.080(3) provides:

12 Within three years:

13 . . .

14 (3) An action upon a contract or liability,
15 express or implied, which is not in writing, and does
16 not arise out of any written instrument; . . .

17 RCW 4.16.080(3).

18 Other constructive trust claims, based on concealment and
19 misuse of a plaintiff's funds, are also subject to the three year
20 limitation period. Viewcrest Cooperative Association, Inc. v.
21 Deer, 70 Wn.2d 290, 422 P.2d 832 (1967).

22 A cause of action for unjust enrichment "lies in a promise
23 implied by law that one will render to the person entitled
24 thereto that which in equity and good conscience belongs to that
25 person . . . " Eckert v. Skagit Corporation, 20 Wn. App. 849,
26 851, 583 P.2d 1239 (1978) (citations omitted).

1 Jorgensen claims that defendants have been unjustly
2 enriched by the use of her money since December 1, 1975. Thus,
3 her claim arose during the first three years after her loan to
4 Community Chapel. In Eckert, 20 Wn. App. 849, 583 P.2d 1239
5 (1978), plaintiff John Eckert developed a device which he
6 consented to allow defendant, Skagit Corporation, to use under
7 an oral understanding. There was no agreement regarding payment
8 by Skagit to Eckert for use of the device. Eighteen years later,
9 Eckert filed a claim alleging that Skagit, not having paid for
10 the device's use, had thus been unjustly enriched.

11 Upholding the trial court's ruling that Eckert's claim was
12 barred by RCW 4.16.080(3), the court held that "it is clear that
13 the fact that Eckert had not been compensated was susceptible of
14 proof during the first 3 years of Skagit's use of Eckert's
15 invention." Id. at 851.

16 Here, assuming for the sake of argument that Community
17 Chapel orally or implicitly agreed to pay interest on the loan,
18 its breach of that promise was susceptible of proof during the
19 first three years of defendant's use of Jorgensen's money. And
20 she did nothing about it.

21 Jorgensen alleges that she and Barnett stood in a
22 confidential relationship and that he subjected her to continuing
23 undue influence from 1975. She claims that Barnett represented
24 a father figure to her and his teachings that Community Chapel
25 was the only true church, and that she would be in danger of
26

1 demon possession if she disobeyed him, so influenced her that she
2 did not act of her own free will in loaning Community Chapel her
3 money. According to Jorgensen, she felt obligated to obey
4 Barnett's wishes.

5 Washington seems not to have addressed the question, but
6 other jurisdictions have held that the statute of limitations on
7 a claim of undue influence is tolled or suspended as long as the
8 undue influence continues. Baker v. Pattee, 684 P.2d 632, 636
9 (Utah, 1984); Annotation Duress or Undue Influence as Tolling or
10 Suspending Statute of Limitations, 121 ALR 1294 (1939).

11 Again, assuming for purposes of this motion that defendants
12 unduly influenced Jorgensen to loan her money to Community
13 Chapel, the question remains as to whether she could wait 11
14 years before seeking its recovery. Jorgensen has failed to
15 establish that she filed her claim with three years of
16 defendants' last act of alleged undue influence.

17 Jorgensen has shown no undue influence continuing after she
18 made the loan in December 1975. She has conceded that her
19 alleged meetings with Barnett in the darkened room ended that
20 year, as well as his alleged persistent phone calls. Other than
21 three or four social visits, there is no evidence that the
22 Barnetts had any individual contact with Jorgensen or her husband
23 after the loan was made for at least one and a half years.
24 Jorgensen's claim of continuing undue influence can thus be based
25 only on the preachings by Donald Barnett from the pulpit to the
26

1 entire congregation, and that is insufficient as a matter of law.
2 In sum, Jorgensen's evidence of alleged undue influence ends at
3 the time she made the loan or shortly afterwards. She has
4 offered no explanation for waiting eleven years to bring this
5 action. Even under the liberal rule recognized in some other
6 states, Jorgensen has not and cannot show that any undue
7 influence prevented her from filing this action earlier. Thus,
8 the three-year statute of limitations which began to run when
9 Community Chapel was allegedly unjustly enriched on December 1,
10 1975, expired three years thereafter, December 1, 1978.
11 Jorgensen's claim is barred by RCW 4.16.080(3).

12 B. Pursuant to RCW 4.16.080(3), Claims for Breach of an
13 Oral Contract Must be Filed Within Three Years of the
14 Alleged Breach.

15 1. Jorgensen failed to bring her claim for breach of
16 the contract within the limitations period.

17 Jorgensen's second claim for relief, based on a breach
18 of contract, is also barred by the statute of limitations. She
19 alleges, as additional consideration for her December 1, 1975
20 loan, that Community Chapel promised to provide care and support
21 her for life, including payment of any medical expenses she might
22 incur, and money to hire "a girl" to help around the house, to
23 purchase a home suitable for her needs, and to purchase a
24 vehicle. If all the elements of an alleged contract are not
25 included in a written contract and it is necessary to resort to
26 parol evidence to establish a material element, RCW 4.16.080(3),

1 the three year statute of limitation applies to the entire
2 contract. Cahn v. Foster & Marshall, Inc., 33 Wn. App. 838, 840-
3 841, 658 P.2d 42 (citations omitted) review denied, 99 Wn.2d
4 1012 (1983).

5 The three year period on this claim began to run on the
6 first date when Community Chapel breached the agreement as
7 Jorgensen understood it. A claim for breach of contract occurs
8 on the date of breach, at the "moment when a suit may be
9 maintained against the wrongdoer, at the time damage is sustained
10 or when the injured party first has a presently enforceable
11 demand and is entitled to sue. Young v. Seattle, 30 Wn.2d 357,
12 191 P.2d 273 (1948)." Hudesman v. Meriwether Leachman
13 Associates, 35 Wn. App. 318, 666 P.2d 937 review denied, 100
14 Wn.2d 1030 (1983). A breach is a non-performance of any
15 contractual duty of immediate performance. Restatement of
16 Contracts § 312 at 462 (1932). Such a breach occurred here many
17 years ago.

18 In 1976 or 1977, pursuant to the alleged oral contract
19 to provide care for life, Jorgensen asked Community Chapel to pay
20 costs which she incurred in building her house. Community Chapel
21 refused, but instead loaned her the money. Jorgensen was
22 obviously put on notice that Community Chapel did not intend to
23 honor her understanding of their agreement, because Barnett was
24 furious with Jorgensen and told her that the church did not owe
25 her anything.

1 Any duty of defendants of immediate performance arose
2 in 1976-77 when Jorgensen demanded payment from Community Chapel
3 of additional costs and Community Chapel refused. See Algona v.
4 City of Pacific, 35 Wn. App. 517, 521, 667 P.2d 1124 review
5 denied 100 Wn.2d 1038 (1983). (plaintiff's claim arose when
6 plaintiff made demand to defendant to provide services bargained
7 for in contract). Thus, the three year statute of limitations
8 which began to run when Community Chapel refused in 1976-77 to
9 pay Jorgensen's expenses to complete construction of her home,
10 expired three years later, in 1979 or 1980. Jorgensen's claim
11 is barred by RCW 4.16.080(3).

12 VI. PROPOSED ORDER

13 Community Chapel's proposed order granting partial summary
14 judgment on statute of limitations is lodged herewith.

15 Respectfully submitted this 14th day of April, 1989.

16 SCHWEPPE, KRUG & TAUSEND, P.S.

17
18 By 

19 Gail D. Hunter
20 Robert J. Rohan
21 Anthony D. Shapiro

22 Attorneys for Community Chapel

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24
25
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0147-005\N041189.GDH

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.

JORGENSEN'S SECOND AMENDED COMPLAINT
FOR DAMAGES AND EQUITABLE RELIEF

1 AMERICAN CASUALTY COMPANY OF)
 2 READING PENNSYLVANIA, a)
 3 Pennsylvania corporation,)
 4)
 5 Plaintiff,)
 6)
 7 v.)
 8)
 9 KATHY LEE BUTLER, et. al.,)
 10)
 11 Defendants.)

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

13 I. PARTIES AND JURISDICTION

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

17 2. Defendant, Community Chapel and Bible Training Center
18 ("CCBTC"), is a Washington non-profit corporation. Defendant
19 operates both a church, the Community Chapel, and a college, the
20 Community Chapel Bible College, in Seattle, Washington.

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

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

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

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

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

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

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

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

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

WHEREFORE, plaintiff seeks the following relief:

1. That the Court impose a constructive trust for the benefit of plaintiff on the loan proceeds still in the hands of defendants;

2. That the Court order payment of a reasonable rate of return on the principal amount loaned to defendant on December 1, 1975;

3. That the Court award plaintiff prejudgment interest;

4. That the Court award plaintiff general damages in an amount now unknown but which will be proved at trial;

5. That the Court award plaintiff medical expenses incurred and other costs, in an amount now unknown but which will be proved at trial;

6. That the Court award plaintiff her attorneys fees and costs of suit; and

7. That the Court award such other relief as it deems just.

DATED this 7 day of December, 1988.

PRESTON, THORGRIMSON,
ELLIS & HOLMAN

By *Susan Delanty Jones*
Susan Delanty Jones
Catherine D. Shaffer
Attorneys for Plaintiff,
Maureen Jorgensen

Re: Pangburn

PROMISSORY NOTE

\$480,000

Seattle, Washington, December 1, 1975

For value received, COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, a Washington nonprofit corporation, promises to pay to MAUREEN PANGBURN, at such address within King County, state of Washington, as she so informs the maker hereof in writing, the sum of Four Hundred Eighty Thousand Dollars (\$480,000), without interest, payable as follows:

\$2,000 on or before January 1, 1975 and
\$2,000 on or before the first day of each
then succeeding calendar month until the
entire balance is paid in full.

In the event the payee, Maureen Pangburn, dies before this note is paid in full, and payee is a tax exempt organization meeting the requirements of Sections 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1954 as amended, the outstanding balance due at her date of death shall automatically be canceled and the amount then owing shall be an irrevocable gift to the payee.

This note is secured by a mortgage of even date on real property owned by maker.

COMMUNITY CHAPEL AND BIBLE
TRAINING CENTER, a Washington
non-profit corporation

By *[Signature]*
E. Scott Hartley Member Board

I, DENNIS PANGBURN, husband of Maureen Pangburn, the payee of the promissory note above, acknowledge and declare that the \$480,000 loaned by Maureen Pangburn to Community Chapel and Bible Training Center, as reflected by the promissory note, constitutes her own separate property, such money being a portion of recovery in litigation received by her involving injuries previously sustained by her. I further acknowledge that I have read the terms of the promissory note and mortgage and am in full concurrence with all the provisions set forth therein.

DATED this 1st day of December, 1975.

[Signature]
Dennis Pangburn, husband of
Maureen Pangburn

EXHIBIT: 1

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

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

Plaintiffs,)

vs.)

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

Defendants.)

No. 86-2-18176-8
86-2-18429-5
86-2-26360-8
(Consolidated)

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

Plaintiffs,)

vs.)

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

Defendants.)

MAUREEN P. JORGENSEN,)

Plaintiff,)

vs.)

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

Defendants.)

DEPOSITION UPON ORAL EXAMINATION OF

MAUREEN P. JORGENSEN

Taken at 1001 - 4th Avenue Plaza, Seattle, Washington
November 16, 1988

REPORTED BY: MARY A. WHITNEY, CSR

1 A. No. My testimony was that I have spoken
2 to Maureen, but that I did not speak to her about
3 what you're questioning me on now.

4 Q. Did you talk about this case?

5 A. I talked a very limited extent to her
6 about this case.

7 Q. What did she say?

8 A. She told me she -- if she was called up,
9 that would be fine, but she didn't really want to
10 discuss it.

11 Q. Do you recall telling or saying, in the
12 presence of John Bergen, that the decision to make
13 a gift of your settlement to the church was your
14 decision?

15 A. No, I don't remember.

16 Q. Do you know who John Bergen is?

17 A. I know who John Bergen is, but I don't
18 remember ever saying that to him.

19 Q. What was his position in the church, if
20 he had one, in 1974 and 1975?

21 A. He was just going to church there. I
22 don't know what his position was.

23 Q. Did you have anything to do with him more
24 than a casual hi or good-bye?

25 A. No, nothing -- well -- nothing in '74 and

1 '75. I don't even know that I had met him then. I
2 don't even know that I met John Bergen in '74 and
3 '75.

4 Q. You understood that Chuck Moren was a
5 lawyer when you went to see him; is that right?

6 A. Yes.

7 Q. And did you understand that he was going
8 to be your lawyer?

9 A. You know, my concept of him was that he
10 was the church's lawyer, and working on behalf of
11 the church.

12 Q. He represented you in your fight with your
13 father, didn't he?

14 A. He was assigned to me by Don Barnett as an
15 agent of Don Barnett. He was fully instructed by
16 Don Barnett as to what to do, and I believed that he
17 was taking his instructions from Don Barnett.

18 Q. Well, what instructions did you hear
19 Don Barnett give to Chuck Moren?

20 A. Well, the first time that we went up to
21 his office, Don did all the talking.

22 Q. Okay. That's fine.

23 But my question to you is: What
24 instructions did you hear Don Barnett give to
25 Chuck Moren?

1 A. To take this case, and how to go about
2 winning it, take it and to -- we discussed -- he
3 told him that I was very intelligent person, and he
4 said that we have to prove that, and he told him
5 that my grades were good in Bible college, except
6 that -- he turned to me at one point and said he
7 would have liked to have seen my grades be a little
8 better, and to which Jack DuBois said, "She's got a
9 B-plus average; that's pretty good with her health
10 problems and so forth," but he instructed
11 Chuck very thoroughly concerning what we were --
12 how to approach the whole thing.

13 Q. Well, you see, that's a conclusion that
14 is absolutely meaningless in the context of this
15 suit, and I'd like you to tell me what instructions
16 Don Barnett gave to Chuck Moren?

17 A. Well, I'm doing that to the best of my
18 ability. You have to understand that I don't have
19 a legal mind. I don't know what "legal
20 instructions" are.

21 Q. Well, it's not something that requires a
22 legal education to respond to the question.

23 You have said that Don Barnett
24 instructed Chuck Moren, and I'd like you to tell
25 us --

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

AMERICAN CASUALTY COMPANY OF)
READING PENNSYLVANIA, a)
Pennsylvania corporation,)
Plaintiff,)
vs.)
KATHY LEE BUTLER, et al.,)
Defendants.)

No. 88-2-04615-8

COPY

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

No. 86-2-18176-8

SANDY EHRLICH, et al.,)
Plaintiffs,)
vs.)
RALPH ALSKOG, et al.,)
Defendants.)

No. 86-2-18429-5

MAUREEN PANGBURN JORGENSEN,)
Plaintiff,)
vs.)
COMMUNITY CHAPEL AND BIBLE TRAINING)
CENTER, et al.,)
Defendants.)

No. 86-2-26360-8

Deposition Upon Oral Examination Of
MAUREEN JORGENSEN
VOLUME II

Taken at 5400 Columbia Center, Seattle, Washington

DATE: December 9, 1988

REPORTED BY: Peggy M. Fritschy, RPR

1 picked?

2 A. Well, again, I just can't recall specifically if they
3 were modified or not, or how much modification. I just don't
4 recall.

5 Q. How much did you spend on the house?

6 A. The house itself, or the house and the property?

7 Q. The house and the property.

8 A. I believe the first stage was -- again, we were
9 allotted 100,000. The property was about 20 of that, I think.
10 Then during the building somehow it escalated to more than
11 that. Ended up being about 135, I think.

12 Q. How did you pay for the house?

13 A. From the proceeds that were set aside when -- that
14 were disbursed for that into a fund for that purpose by the
15 church.

16 Q. The church put money into a fund for that purpose?

17 A. Yes.

18 Q. Did they put just 100,000 at first, or did they put
19 more than 100,000?

20 A. Yes, there was approximately 100,000.

21 Q. And when it came to be more than 100,000, what did
22 they do?

23 A. Well, Don had given the instructions for the house,
24 and he had named the amount for the house, and when the builder
25 said it's going to be this much more, I thought, well, Don said

1 that that was going to be taken care of, and I would just go
2 and ask for the church to pay for the rest of it.

3 Q. Did you?

4 A. And when I approached the church -- yes, I did
5 approach the church.

6 Q. Did they pay for the rest of it?

7 A. They surprised me with their response. I was very
8 embarrassed and disappointed and hurt by their response.

9 Q. Did they pay for the rest of the house?

10 A. What they did was they loaned me \$35,000.

11 Q. Did you sign a note?

12 A. I must have signed something.

13 Q. Do you recall signing a note?

14 A. I think so. I think I did sign something, yes.

15 Q. Did Dennis sign a note?

16 A. Maybe he did. I don't recall.

17 Q. Did you ever pay that loan back?

18 A. No.

19 Q. Were you asked to make payments on that loan?

20 A. We were sent statements in the mail.

21 Q. Did you ever make any payments on the loan?

22 A. May have attempted to, but it ended up not being paid
23 for as a loan.

24 Q. Did you ever borrow any other money from the church
25 after that?

1 Q. Did you try to consult with anybody else?

2 A. Again, if I had, I would have felt that I would have
3 been out of submission to Don Barnett.

4 Q. Then is your answer no, you did not?

5 A. That's the answer, yes.

6 Q. You say that the church promised you certain things,
7 is that correct?

8 A. Don Barnett promised me certain things, yes, and
9 not --

10 Q. Did the church ever promise you anything?

11 A. He promised in the presence of others. And he was
12 the authority in the church.

13 Q. As you understood it?

14 A. That's what I understood.

15 Q. What were you promised: Medical expenses and your
16 other needs would be met, is that correct?

17 A. I'd have everything taken care of, you bet.

18 Q. Just talking about medical expenses alone. Were
19 those taken care of at first by the church?

20 A. Lucky for me, I didn't incur any serious medical
21 expenses until later on.

22 Q. Did you incur any medical expenses?

23 A. When?

24 Q. 1976, 1977.

25 A. Not at that time, I did not incur any.

1 Q. When did you begin incurring medical expenses?

2 A. I incurred approximately \$10,000 in medical expenses
3 in 1985 for a gall bladder operation.

4 Q. Between the time of the promise that medical expenses
5 would be paid and your gall bladder surgery in 1985, did you
6 have any medical expenses, any other medical expenses?

7 A. Yes. I had small -- let me explain. We were
8 discouraged from seeing doctors, and a lot of times I would
9 suffer through an illness rather than go to the doctor.

10 Q. When you say "we," do you mean you and Dennis, or all
11 members of the Chapel?

12 A. Don Barnett specifically said that if you go to the
13 doctor you are not trusting God to heal you.

14 (Reporter read back as requested.)

15 Q. Do you understand the question?

16 A. Well, maybe you could make a complete question out of
17 it.

18 Q. You don't understand the question?

19 A. Please repeat the question.

20 Q. I will in a moment. Do you not understand the
21 question?

22 A. Not as specifically as I'd like to.

23 Q. In your previous response, you said that Pastor
24 Barnett told you -- you said "we" are not to go see
25 physicians. Was he saying that to just you and Dennis, or to

1 all members of the Chapel?

2 A. I see. He taught that generally as well as
3 personally.

4 Q. Now, did you incur any medical expenses between the
5 time of your loan to the Chapel, the church, and your gall
6 bladder surgery in 1985?

7 A. Yes, I did.

8 Q. Can you tell me what those expenses were for.

9 A. Not right off the top of my head, I don't think I
10 could recall them.

11 Q. Were these medical expenses for routine things: like
12 colds and flu, things of that nature?

13 A. Well, I did go to a doctor concerning birth control
14 pills and general checkup for when I got married.

15 MR. CRAVEN: Is there a piece of paper somewhere or
16 list that would list Mrs. Jorgensen's medical expenses incurred
17 from the time of the loan through the surgery of 1985 to make
18 it simple?

19 MS. JONES: You mean we worked up?

20 MR. ROBINSON: Yes.

21 MS. JONES: I don't think that list has been
22 compiled.

23 MR. GLASSMAN: When it gets to be my turn, I was
24 going to ask that.

25 MS. JONES: We don't have a list right now.

1 MR. CRAVEN: You wouldn't have any problem doing
2 that?

3 MS. JONES: Let's put that off. I know it's not
4 prepared yet.

5 MR. CRAVEN: I don't mean now.

6 MS. JONES: That's certainly something we can get.

7 Q. With regard to those expenses in that time period,
8 how were they paid?

9 A. They were paid by me.

10 Q. They were not paid by the church?

11 A. No.

12 Q. Did you ever ask the church to pay them?

13 A. Yes, I asked them to pay for my \$10,000 medical
14 expense in 1985.

15 Q. Prior to 1985, did you ask the church to pay for your
16 medical expenses?

17 A. No, I don't believe before that time that I did.

18 Q. Why not?

19 A. Like I said, I had not incurred a large medical
20 expense that I couldn't afford to pay monthly out of my monthly
21 check.

22 Q. Did you understand that the church was to pay all of
23 your medical expenses?

24 A. I understood that the church promised to take care of
25 me for life and to pay my medical expenses and any other

1 expenses.

2 Q. Were there any other expenses that they did not pay
3 other than medical expenses prior to 1985?

4 A. Yes, there was the house that they promised me.

5 Q. How did they not pay for the house?

6 A. Well, when it went over the \$100,000 that Don
7 established, Don was furious with me. He told me that I didn't
8 do anything special, and I shouldn't consider myself any kind
9 of a special privileged person in any way, that the church
10 didn't owe me a thing, and made me feel embarrassed for asking
11 for the completion of the house that he promised me, and
12 continued to send me annoying statements for many years before
13 this was finally deducted from my balance.

14 Q. This was in 1976?

15 A. 1977, probably. '76, '77. Towards the end of '76.

16 Q. Is there anything else that they didn't pay for that
17 you felt they had promised to pay for prior to 1985?

18 A. I had gone to them for help when we -- when Don --
19 let me put it this way. I had gone to them for help in Kent
20 when there was a house built out there, and I asked for help
21 financially with that house, and they didn't help me then,
22 either.

23 Q. You built a second house?

24 A. Yes, sir.

25 Q. In Kent?

- 1 A. Yes.
- 2 Q. Did you sell your first house?
- 3 A. Yes.
- 4 Q. What kind of help did you ask for the house in Kent?
- 5 A. Help paying off the land that the house was built on.
- 6 Q. How much did you ask for, do you recall?
- 7 A. Yes. It was approximately \$70,000.
- 8 Q. What were you told?
- 9 A. No way. Go get a loan from the bank.
- 10 Q. Who told you that?
- 11 A. Jack Hicks, who had spoken to Don.
- 12 Q. Did you see Jack speak with Don?
- 13 A. He told me he did.
- 14 Q. Mr. Hicks told you that he spoke with Pastor Barnett?
- 15 A. Yes.
- 16 Q. When was this?
- 17 A. Approximately 1982.
- 18 Q. Was this prior to the time the house was completed
- 19 that you asked for this additional money or after the house was
- 20 completed?
- 21 A. After.
- 22 Q. Was there anything else that you asked the church to
- 23 pay for that they did not?
- 24 A. Prior to 1985?
- 25 Q. Prior to 1985.

1 A. I wrote letters concerning my mounting bills and the
2 mortgage that I ended up having to pay on the third house that
3 we moved into; I wrote letters to Don describing my financial
4 crisis; I wrote letters to Jack Hicks.

5 Q. Let's back up. The third house is the house in Kent?

6 A. No. The third house would be in Auburn.

7 Q. When did you move to the house in Auburn?

8 A. 1983.

9 Q. Did you build that house, as well?

10 A. No.

11 Q. Did you sell the house in Kent?

12 A. Yes.

13 Q. Now, what bills were mounting at that point in time?

14 A. Well, the mortgage payment was about 1,200 a month,
15 there were -- there was a second mortgage, I believe, there
16 were charge cards, and of course I had to try to hire a girl
17 part-time. That's all I could afford.

18 Q. When did you sell the first house, the house that you
19 built with the 100,000 plus dollars?

20 A. That was '79, '78, '79.

21 Q. How much did you sell it for?

22 A. Approximately \$145,000. That was before real estate
23 fees.

24 Q. That was in 1978 or '9?

25 A. Yes.

1 don't really feel free to answer that question. It's not a
2 simple answer.

3 Q. You say they broke some promises. Are these promises
4 regarding medical expenses, things of that nature?

5 (Discussion off the record.)

6 Q. You say that they broke some promises. Are you
7 speaking about the medical expenses, things of that nature?

8 A. They promised to take care of me for life, they
9 promised to make sure that all of my needs -- and specifically
10 stated medical expenses as one -- but they also said that I'd
11 have enough money to have a girl, hire a girl, that I'd be able
12 to have a home paid for, I'd be able to have a vehicle, I'd
13 have enough money to meet my needs for life. That was the
14 premise of the note. And what I would like, I'd like to have
15 these -- these people didn't keep their promise to me. When I
16 came to them for help, they didn't help me on any of the
17 occasions that I came. And in my opinion, I think that's good
18 enough reason to call my loan due and ask for my money back
19 plus interest.

20 Q. Did you have a house?

21 MS. JONES: Asked and answered.

22 MR. ROBINSON: I'll withdraw the question.

23 Q. Beyond the financial aspects of the note, do you feel
24 you've been damaged in any other way?

25 A. Beyond the financial aspects of the note?

1 A. I may have mentioned it, but my general feeling is
2 that most people don't understand what I'm talking about.

3 Q. Have you incurred any expenses as a result of the
4 damages that you have sustained as a result of this episode?

5 A. No. Other than just my medical bills, I can't say as
6 I have anything substantial other than my legal fees.

7 Q. Are you still receiving \$2,000 a month from the
8 church?

9 A. Yes.

10 Q. Has that ever halted at any time throughout this
11 entire episode?

12 A. No.

13 Q. Subsequent to Don publicly rebuking you, as you put
14 it, is there any hesitation in payments of \$2,000 a month?

15 A. No.

16 MR. ROBINSON: Counsel, other than identifying
17 documents, which I really would prefer to put off, given the
18 time, I'm done.

19 MS. JONES: The documents are the ones we produced to
20 you?

21 MR. ROBINSON: That's correct. I want her to
22 identify the source of some of those documents. They're
23 obviously not yours and not other counsels'.

24 MS. JONES: You think that's going to be 20 or 25
25 minutes?

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

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

Plaintiffs,)

vs.)

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

Defendants.)

No. 86-2-18176-8
86-2-18429-5
86-2-26360-8
(Consolidated)

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

Plaintiffs,)

vs.)

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

Defendants.)

MAUREEN P. JORGENSEN,)

Plaintiff,)

vs.)

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

Defendants.)

DEPOSITION UPON ORAL EXAMINATION OF

MAUREEN P. JORGENSEN, VOLUME III

Taken at 5400 Columbia Center

DECEMBER 22, 1988

REPORTED BY: SANDRA JARCHOW, RPR, CSR

Rough & Associates
Incorporated
COURT REPORTERS

400 SEATTLE TOWER
SEATTLE, WASHINGTON 98101
(206) 462-1429

1 with both Donald and Barbara Barnett?

2 A. No, that wasn't accurate. What you said
3 is not accurate. What I said was that I talked to
4 them every day. Whether it was -- If there was news
5 or if there was something new to talk about, we
6 would talk about the money. If not, we wouldn't.

7 Q. Are you unable to tell us when the next
8 time is that you discussed with either Donald or
9 Barbara the topic of your giving or loaning money
10 to the Church?

11 A. Like I previously testified, there was a
12 series of meetings in that prayer room with Don
13 Barnett particularly, and there was also personal
14 contact as well as phone calls made to me by Don.

15 But I do recall that there were other
16 meetings as, per se, formal meetings in the darkened
17 viewroom.

18 Q. You've referred to a series of meetings in
19 the darkened viewroom. Tell me about that series
20 of meetings. Over what period of time did they
21 occur?

22 A. They occurred from the time that I just
23 mentioned up until the time when the note was
24 signed by my ex-husband.

25 Q. How many such meetings occurred?

1 A. It's difficult to pin down a number, but
2 we met whenever the occasion called for it over that
3 period of time, which was several years, and just a
4 round figure off the top of my head, I could
5 speculate maybe 15, 20.

6 Q. At any of these meetings that took place
7 in the viewroom, was anyone other than you and
8 Donald Barnett present?

9 A. No.

10 Q. In general, how were these meetings
11 arranged? How did they come to be? Do you
12 understand that question?

13 A. Yes, I understand the question.

14 The meetings were usually arranged by
15 Don because he wanted to talk to me concerning the
16 progress or the current status of things.

17 Q. Do you recall any of those meetings being
18 arranged at your request because you wanted to talk
19 with him?

20 A. Again, I haven't got specific recall about
21 how the arrangements were made, but the way things
22 worked was that Don, because of his busy schedule,
23 had to make arrangements that would fit in with his
24 schedule, and I was expected to rally around that.

25 Q. You may have requested some of those

1 meetings, and Donald may have requested others. Is
2 that your best memory?

3 A. No. I can't say that I specifically
4 requested meetings. I believe that most of the
5 meetings were at Don's request.

6 Q. But you don't specifically remember the
7 arrangements for each one of those meetings?

8 A. No. That would be pretty hard to
9 remember.

10 Q. And you don't?

11 A. I don't.

12 Q. You've characterized these meetings in the
13 viewroom, some 15 or 20 over a period of time, as
14 being just that, prearranged meetings. Did you have
15 any other prearranged meetings with Donald relative
16 to the topic of you giving or loaning money to the
17 Church anywhere else?

18 A. Yes. There was a prearranged meeting by
19 Don in the office of Chuck Moren.

20 Q. That's the meeting at which several people
21 were in attendance that you've previously described?

22 A. Yes.

23 Q. A couple of times, I believe?

24 A. Yes.

25 Q. We won't do it again.

1 Q. Were there any other formal meetings, and
2 I think we've mutually defined formal, have we not,
3 prearranged for a purpose?

4 A. Yes. There were -- Just vaguely, there
5 had to have been a meeting with me and Dennis at
6 some point, and I just don't recall where -- what
7 room, or where we were.

8 Q. You have a vague recollection of you,
9 Donald, and Dennis meeting on this topic?

10 A. Vaguely, yes.

11 Q. You don't remember when, where, or
12 specifically what was discussed; is that fair?

13 A. That's fair. I'm sorry, but my
14 recollection isn't serving me for these details.

15 Q. Don't apologize for it. We just need to
16 identify it, that's all.

17 You've referred to various telephone
18 calls that Donald made to you. Can you estimate
19 how many telephone calls on the specific topic of
20 you giving money to the Church?

21 A. Again, you're asking me to relate
22 something that happened over a period of years. I
23 just -- That would be very difficult to do.

24 Q. Three hundred calls or thirty?

25 A. Somewhere in between.

1 Q. More than thirty calls?

2 A. Yes, I would say more than that.

3 Q. Each and every one of these calls being on
4 the topic of you giving money to the Church?

5 A. Yes.

6 Q. Do you have specific recollection of the
7 contents of those telephone calls?

8 A. I do have specific recollection of at
9 least one in particular that stands out in my mind.

10 Q. Tell us about that.

11 A. Frankly, again, to try to categorize what
12 was said at each phone conversation and each
13 meeting, what I'm doing is I'm pulling out things
14 that I recollect, that stand out in my mind,
15 because they all seem to just blend together.

16 But I do recall him speaking to
17 Dennis on the phone, and it was towards the very
18 end, right down to, say, the fall of '75 or the
19 end of the summer of '75. And I remember the topic
20 being that I had gone through a lot of conflict
21 with my family and so forth about what Don wanted
22 concerning this money, and I had gone through with
23 my father about disowning me and my whole family
24 turning against me. I began to have confusion and
25 turmoil about the validity of what Don wanted me to

1 Q. His constant preaching on the subject?

2 A. That's part of it, yes.

3 Q. And secondly, his personal requests of
4 you --

5 A. Yes.

6 Q. -- that you give the money?

7 A. Yes.

8 Q. Is it fair to say that his personal
9 requests to you speaking about your duties to God
10 and your stewardship of the money were more or less
11 a personal extension of his preaching to you?

12 A. Well, I think of them separately. I felt
13 that his personal words to me were individual
14 directive and that his preaching was to everyone
15 in the congregation as well as to me.

16 Q. I understand that.

17 A. So, yes, there's a very definite
18 distinction when he would speak to me and I was in
19 his presence, and I felt that it was a very -- at
20 that time, a very powerful thing. He was very
21 powerful in his persuasion, in his bearing and
22 manner. I was in awe of the man. I was very much
23 in awe of him.

24 Q. In any event, he was preaching about
25 everybody's duties to give up their possessions,

1 to give the money; is that correct?

2 MS. JONES: Objection. She just
3 answered the question in somewhat more detail than
4 that.

5 A. I don't have any problem answering the
6 question. In my mind, Don Barnett was giving me a
7 directive to do something, and I took what Don said
8 very seriously. I felt that he was in a
9 position of authority and that I was to obey.

10 Q. In addition, you've testified that another
11 method by which Don unduly influenced you was
12 through his doctrine of you being required to be
13 submissive to your husband, obey your husband and
14 the like; is that correct? Do I understand that
15 correctly?

16 A. Yes.

17 Q. Any other ways in which Donald influenced
18 you unduly, coerced you to give this money to the
19 Church?

20 A. Yes. He -- Other than the things that I
21 said that he spoke, he was very affectionate
22 towards me. He sat very close to me in a darkened
23 room. I had --

24 Q. On more than one occasion?

25 A. Yes, every time we went in there.

1 the medical summary that your lawyers have prepared;
2 is that right?

3 A. That is.

4 Q. Before February 27, 1985, did you have any
5 medical bills, and I'm thinking of all the way back
6 to 1972?

7 A. Yes.

8 Q. When is the first time you've presented
9 any medical bills to somebody at the Church for
10 payment?

11 A. The first time I asked for payment was
12 when I incurred the \$10,000 medical fee for my
13 gallbladder operation.

14 Q. Are you referring to this bill that says,
15 03 something 85, approximate amount of \$7,000?

16 A. The amount was \$10,000, and that was just
17 the hospital fee there. There were doctor fees as
18 well.

19 Q. Did you simply pay the medical bills
20 yourself before that time?

21 A. I didn't have many medical bills before
22 that time.

23 Q. That's not my question?

24 A. Yes, I did. I have answered that
25 question, by the way.

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APR 1 1989

CIVIL TRACK I
THE HONORABLE JOHN RILEY

JOHN W. RILEY
SUPERIOR COURT JUDGE

SUPERIOR COURT FOR THE STATE OF WASHINGTON
COUNTY OF KING

MAUREEN P. JORGENSEN,)	
	)	NO. 86-2-26360-8
Plaintiff,)	
	)	COMMUNITY CHAPEL'S FIRST
v.	)	MOTION FOR PARTIAL SUMMARY
	)	JUDGMENT
COMMUNITY CHAPEL AND BIBLE)	
TRAINING CENTER, a Washington)	(REBUKING)
non-profit corporation,)	
et al.,)	
)	
Defendants.)	

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i. Relief Requested. Community Chapel Bible and Training Center ("Community Chapel"), defendant, moves pursuant to CR 56(b) for partial summary judgment to dismiss with prejudice all claims by Maureen Jorgensen against Community Chapel arising out of or resulting from the disparaging remarks and rebuking of plaintiff by the pastor of Community Chapel, as alleged in paragraph 17 of plaintiff's Second Amended Complaint.

ii. Statement of Facts. Jorgensen alleges that:

After plaintiff requested money for her medical expenses, Donald Barnett disparaged and rebuked Jorgensen at a public meeting at which he accused her of being selfish, evil, beset by demons, lacking faith, and the cause of her own problems.

Second Amended Complaint, ¶ 17.

Plaintiff then realleges this paragraph in support of her claims against Community Chapel for Infliction of Emotional Distress (Third Claim) and Negligent Employment and Supervision (Fourth Claim).

In her deposition she described how her husband had fallen in love with another woman in the church, how he was spending her money on that other woman, and how Jorgensen was feeling increasingly desperate. During or following a Thursday evening church service in late September or early October 1985 Jorgensen approached Pastor Barnett in the church sanctuary. She poured out her woes to him about her marriage, lack of money, and poor health. Jorgensen Dep., Vol. III 63-65.

1 The rebuking at issue occurred the next evening at a regular
2 Friday night service. Both she and Barnett recall the occasion
3 and recall that he attempted to rebuke demons in her. They
4 differ somewhat in their description of the event -- she claims
5 he grabbed her and yelled at her (Jorgensen Dep., Vol. II, 90);
6 he admits speaking forcefully in an effort to rebuke the demons
7 in her (Barnett Dep., Vol. VII, 896, 915) -- but that difference
8 is not material to this motion.

9 She was a believer in the doctrine of demon deliverance
10 (Jorgensen Dep., Vol. II, 78) and knew from the practice at
11 Community Chapel that deliverance involved praying for the
12 individual who was the subject of the deliverance process, laying
13 hands of them, and loudly rebuking the demons in that person to
14 command that they leave. Declaration of Gregory Thiel; Jorgensen
15 Dep. April 12, 1989 at 22-23. She also would have known that
16 this practice almost always occurred in the church, usually in
17 the sanctuary, and sometimes during a regular service. As a
18 believer, she would also have known that the prevailing theology
19 at Community Chapel was that everyone had demons of one sort or
20 another, and that no stigma attached to an individual who was the
21 subject of a deliverance and rebuking session. Thiel
22 Declaration.

23 Jorgensen also admits in her most recent deposition that
24 the rebuking incident grew out of a request she made during the
25 church service for others to pray for her. She says that other
26

1 church members came to her in response to that request, including
2 Pastor Barnett. Jorgensen Dep. April 12, 1989 at 20-21.

3 Jorgensen claims that Barnett rebuked her (Jorgensen Dep.,
4 Vol II, 90); while he claims that he tried to rebuke the demons
5 in her (Barnett Dep., Vol. VII, 896, 914-15) -- a distinction
6 well recognized under Community Chapel's doctrine.¹

7 Again, this factual difference is not material. Whether he
8 rebuked her or demons in her, it is evident that, as her pastor,
9 he was trying to help her in accordance with his belief and the
10 practices of Community Chapel. His perception of what she needed
11 may have been wrong, but that was his aim, as evidenced by her
12 description of his statements.

13 According to her, on the evening before the rebuking, when
14 she poured out her woes to him, Barnett's response was "Maureen,
15 you sound like a heathen." When she asked him what he meant,
16 Barnett told her that she didn't have enough faith, that she
17 should be thankful for what she had, a house to live in, and that
18 she even had a husband. Jorgensen Dep., Vol. III, 65.

19 Again, according to her, Barnett told her she needed to have
20 faith like David. David, of Old Testament renown, was also
21

22
23 ¹ At one point, Jorgensen also testified that Barnett was
24 "screaming at the demons," which she then changed to "screaming
25 at me." Jorgensen Dep., Vol. II, 90. Barnett recalls a
26 "righteous indignation" that the demon of self-pity was taking
advantage of Jorgensen, and he was surprised at how sharply he
felt the spirit of God rebuking the demon. Barnett Dep., Vol.
VII, 896.

1 pursued by his enemies and experienced many problems. Barnett
2 looked at her and asked, "What happened after all of that to
3 David?" And, then, in response to his own question, Barnett
4 reminded her:

5 "He became king."

6 (Ibid)

7 During the rebuking the next evening, Pastor Barnett
8 repeated this theme. Again, taking Jorgensen's version of what
9 was said, he told her "You are having these stomach convulsions
10 because you are giving in to jealousy and anxiety and fear."

11 Id., Vol. II, 90.²

12 Instead of responding positively to this challenge,
13 Jorgensen claims she went into a state of shock. Now she is
14 suing Community Chapel for it.

15 iii. Statement of Issues. Does Pastor Barnett's conduct in
16 the foregoing incident rise to the level of outrageousness that
17 would support a tort action against Community Chapel?

18 Can a church member recover in tort for the psychological
19 or emotional effects on her of the church practice of rebuking
20 or demon deliverance, of which she was aware and in which she
21 believed?

22
23
24 ² Barnett's recall is not very different. He claims to
25 have said, "Maureen, don't let that spirit of hopelessness
26 overtake you. You've got to fight it. You've got to resist
it. You can't give in to it." Barnett Dep., Vol. VII, 896.

1 iv. Evidence Relied Upon. We rely upon the deposition
2 testimony of Maureen Jorgensen and Donald Barnett, excerpts
3 attached, as well as the declaration of Gregory Thiel.

4 v. Argument.

5 1. Pastor Barnett's Conduct Was Not Outrageous.

6 a. What is Plaintiff's Theory?

7 Plaintiffs' third claim for relief, entitled
8 "Infliction of Emotional Distress" straddles various tort
9 theories. She claims intentional, reckless and/or negligent
10 infliction of emotional distress based on "outrageous conduct."

11 Washington does not acknowledge the tort of
12 intentional or reckless infliction of emotional distress.
13 Reviewing prior cases on this subject, our court decided in
14 Grimsby v. Samson, 85 Wn.2d 52, 530 P.2d 291 (1975) to recognize
15 the tort of outrage, based on the tort of "outrageous conduct"
16 as defined in Restatement (Second) Torts § 46. As described in
17 Grimsby and defined in the Restatement, the tort of outrage
18 includes intentional or reckless infliction of emotional distress
19 as one of its elements. Negligence was not regarded as enough
20 to support a claim of outrage. Grimsby, 85 Wn.2d at 59.

21 Negligent infliction of emotional distress was
22 separately recognized by our court in Hunsley v. Giard, 87 Wn.2d
23 424, 553 P.2d 1096 (1976), where a plaintiff within the
24 foreseeable zone of danger showed objective symptoms of emotional
25 distress as a result of defendant's negligence. See also Wilson

1 v. Key Tronic Corp., 40 Wn. App. 802, 809-10, 701 P.2d 518
2 (1985).

3 Against this background, the Court should exercise
4 its authority to determine the substance of a claim without
5 regard to labels. Simpson v. State, 26 Wn. App. 687, 691, 615
6 P.2d 1297 (1980). Plaintiff has alleged two theories: (a)
7 outrage, and (b) negligent infliction of emotional distress.

8 b. Barnett's Conduct was Not Negligent.

9 Barnett's handling of the rebuking incident was
10 not negligent. As described in the statement of facts, he
11 deliberately followed past religious practices in dealing with
12 demons and laying hands on Jorgensen. He tried to minister to
13 her in the way he believed and thought best -- by rebuking the
14 demons that he felt caused her self-pity. He may have mis-
15 diagnosed her condition, but his actions were clearly not
16 negligent -- they were specifically calculated to deal with the
17 problem as he saw it. That removes his actions from the area of
18 negligence. If plaintiff has any claim, it must be based on
19 intentional or reckless conduct.³

20 c. These Facts Cannot Prove Outrageous Conduct.

21 As recently as last month, the Washington Supreme Court
22 reaffirmed that the tort of outrage could be sustained only by
23

24 ³ For purposes of the pending declaration judgment action,
25 Community Chapel does not concede, however, that Barnett's
26 rebuking of Jorgensen does not fall within the definition of
"occurrence" under the applicable insurance policy.

1 conduct "so outrageous in character, and so extreme in danger,
2 as to go beyond all possible bounds of decency, and to be
3 regarded as atrocious, and utterly intolerable in a civilized
4 community." Babcock v. State, 112 Wn.2d 83, 107, ___ P.2d ___
5 (Wn. 1989) (quoting with approval Grimsby v. Samson, 85 Wn.2d 52,
6 530 P.2d 291 (1975)).

7 A court is entitled to determine in the first
8 instance whether the evidence will support such a claim and, if
9 not, to grant summary judgment to the defendant. Spurrell v.
10 Block, 40 Wn. App. 854, 862, 701 P.2d 529, review denied, 104
11 Wn.2d 1014 (1985).

12 One simply cannot say with a straight face that
13 a pastor's efforts to help a parishioner in accordance with
14 religious beliefs and practices they both shared, while comparing
15 her to an Old Testament hero who ultimately triumphed over his
16 own troubles, is "beyond all bounds of decency," "atrocious," or
17 "utterly intolerable in a civilized community." If plaintiff had
18 been choking on food caught in her throat, would he be liable for
19 hitting her on the back to loosen it?

20 Barnett's rebuking apparently did not have its
21 intended effect, but neither he nor Community Chapel are guilty
22 of "outrageous conduct" for trying. As the Ninth Circuit
23 recently said, in dismissing a tort claim based on the Jehovah's
24 Witnesses practice of "shunning" former members, "Offense to
25 someone's sensibilities resulting from religious conduct is
26

1 simply not actionable in tort." Paul v. Watchtower Bible & Tract
2 Society, 891 F.2d 875, 883 (9th Cir. 1987).

3 2. Tort Liability for a Recognized Religious Practice
4 Performed in Church Would Impair the Free Exercise of Religion.

5 We have already shown that the rebuking at issue here occurred
6 in church during a service as part of a demon deliverance
7 practice that was part of Community Chapel's prevailing theology.
8 Jorgensen herself believed in that practice and would have known
9 that no stigma attached within the congregation to an individual
10 who was the subject of a deliverance/demon rebuking session.

11 It has long been recognized that "religious activities
12 which concern only members of the faith are and ought to be free
13 -- as nearly absolutely free as anything can be." Prince v.
14 Massachusetts, 321 U.S. 158, 177 (1940) (Jackson, J.); accord
15 Paul v. Watchtower Bible & Tract Society, 819 F.2d 875, 883 (9th
16 Cir. 1987) (quoting with approval); Laycock, Towards a General
17 Theory of the Religion Clauses, 81 Colum. L. Rev. 1373 at 1374
18 (1981). Accordingly, as the Ninth Circuit recently explained,
19 "[o]ffense to someone's sensibilities resulting from religious
20 conduct is simply not actionable in tort Without
21 society's tolerance of offenses to sensibility, the protection
22 of religious differences mandated by the First Amendment would
23 be meaningless." Paul, 819 F.2d at 883 (citations omitted) (free
24 exercise clause bars intentional infliction of emotional distress
25 claim for religious "shunning" of former church member).

1 In Simpson v. Wells Lamont Corp, 494 F.2d 490 (5th Cir.
2 1974), a pastor who was discharged because of his sermons claimed
3 various civil rights violations based on his removal as pastor
4 and eviction from the parsonage. Dismissing his claims on
5 summary judgment, the district court observed:

6 [N]o matter how one may look at this dispute, it had
7 to do with the substance and content of the very words
8 uttered within the church itself, going right to the
9 heart of the doctrine and beliefs and type of sermons
10 that are delivered in churches. Now the church is a
sanctuary, if one exists anywhere, immune from the rule
or subjection to the authority of the civil courts,
either state or federal, by virtue of the First
Amendment.

11 490 F.2d at 492.

12 On these grounds the Fifth Circuit affirmed.

13 Emphasizing the importance of keeping government
14 involvement with religion to a minimum, the District of Columbia
15 Circuit explained:

16 . . . there should be avoided not only that actual
17 interference, but also the potential for and appearance
of interference with religion.

18 Allen v. Morton, 495 F.2d 65, 75 (D.C. Cir. 1973).

19 More recently, the Ninth Circuit considered whether
20 tort claims arising under Washington common law could be alleged
21 against a church. Plaintiff claimed defamation, invasion of
22 privacy, fraud, and outrageous conduct as a result of his
23 "shunning" (comparable to disfellowshipping by Community Chapel).
24 In Paul v. Watchtower Bible & Tract Society of New York, 819 F.2d
25

26

1 875 (9th Cir. 1987), the court reasoned that imposing tort
2 liability on this religious practice:

3 . . . would in the long run have the same effect as
4 prohibiting the practice and would compel the Church
to abandon part of its religious teachings.

5 819 F.2d at 881.

6 Noting that "[t]he test for upholding a direct burden on
7 religious practices is as stringent as any imposed under our
8 Constitution," *id.* at 883, the Court held that summary judgment
9 dismissing the claims was proper.

10 On a similar issue, the Montana Supreme Court affirmed
11 summary judgment dismissing a suit brought by former members of
12 a church against church officials for libel and slander. In
13 Rasmussen v. Bennett, 741 P.2d 755 (Mont. 1987), the court held
14 that, absent any allegation of malice, statements made by church
15 officials in the course of disciplinary or expulsion proceedings
16 were privileged. As the court explained:

17 Rasmussens contend defendants' statements were
18 defamatory under state law and this Court need not
19 delve into the religious affairs of the Jehovah's
20 Witnesses. We disagree. Defendants' statements were
21 made within the congregation and were based on
ecclesiastical doctrine. . . . [T]his Court would be
violating defendants' right to free exercise of
religion if we were to find defendants' statements
actionable under state defamation law.

22 741 P.2d 758-59.

23 This accords with McNair v. Worldwide Church of God,
24 242 Cal. Rptr. 823 (Cal. App. 1987), appeal denied, ___ Cal.
25 Rptr. ___ (Cal. 1988), which also required proof of malice to
26

1 support a defamation claim against church officials. Based on
2 statements made at a pastors conference and in a pastor's report
3 about the doctrinal basis for plaintiff's divorce, she sought and
4 won a lower court verdict for defamation.

5 Plaintiff defended her verdict on the grounds that the
6 statements made about her were gratuitous and "totally outside
7 the context of any legitimate discussion of a religious dispute."
8 But the appellate court responded:

9 Nonetheless, we cannot ignore the crucial fact that
10 Meredith's remarks were made while he was explaining
11 Church doctrine. As noted above, the First Amendment
12 mandates a jealous guarding of religious practices
13 unless it endangers a paramount interest of the state.

14 242 Cal. Rptr. 833 (footnote omitted).

15 Esbeck, Tort Claims Against Churches, 91 W. Va. L. Rev.
16 1 (1986), collects and analyzes cases on a number of tort issues
17 involving churches, including discipline of church members.
18 Finding a parallel between recent cases and such earlier
19 decisions as Farnsworth v. Storrs, 59 Mass. (5 Cush.) 412 (1850)
20 (denouncement of female parishioner during services could not
21 support libel action), Landis v. Campbell, 79 Mo. 433 (1883)
22 (reading excommunication charges to congregation was not
23 libelous), and Lucas v. Case, 72 Ky. (9 Bush) 297 (1872)
24 (announcement to congregation of reasons for expulsion was
25 privileged), the author concluded:

26 If religious liberty means anything, it must allow for
a church to expel its members for reasons that others

1 regard as arbitrary, foolish, prudish, or "no business
2 of the church."

3 91 W. Va. L. Rev. at 102.

4 Jorgensen was not expelled, but the same principles
5 about a member voluntarily submitting to the procedures of their
6 church, and the church's right to exercise those procedures
7 without tort liability, apply with equal force here.

8 All these principles were recently applied in Gwinn v.
9 Church of Christ, ___ P.2d ___, 57 U.S. Law Week 2462 (Okla.
10 Jan. 17, 1989). A former church member brought a tort action
11 against church officials after they invoked disciplinary actions
12 against her. Those actions included reading to the congregation
13 a statement of her alleged sins and her refusal to repent. The
14 elders publicly branded her as a "fornicator" because of her
15 transgressions. After leaving the church, she sued for outrage
16 and invasion of privacy.

17 The court distinguished between the elders' actions
18 taken before and after plaintiff left the church. She was
19 entitled, according to the court, to sue for claims arising after
20 she withdrew from the church. As to pre-withdrawal claims,
21 however, the court said:

22 The trial court's refusal to give summary judgment
23 to the Elders on Parishioners prewithdrawal tort claims
24 and its adjudication of this protected conduct
25 constituted a governmental burden on the Church of
26 Christ's right to its free exercise of religion. While
the state has a compelling interest in providing a
forum where its citizens can adjudicate their rights
under tort law, the intrusion into the Elders' First

1 Amendment freedoms which that interest requires is not
2 constitutionally supportable.

3 Explaining this conclusion, the court continued:

4 The Elder's protected conduct clearly did not justify
5 governmental regulation on the ground that it posed a
6 serious threat to public safety, health or welfare.
7 Although "[t]he limits [on religious freedom] begin to
8 operate whenever activities begin to affect or collide
9 with liberties of others or of the public[,] [r]eligious
10 activities which concern only members of
11 the faith are and ought to be free -- as nearly
12 absolutely free as anything can be."

13 (Footnotes omitted.)

14 The Court was very concerned about secular intrusion
15 through state tort law into internal religious practices. As it
16 said:

17 When people voluntarily join together in pursuit
18 of spiritual fulfillment, the First Amendment requires
19 that the government respect their decision and not
20 impose its own ideas on the religious organization.
21 Under the First Amendment people may freely consent to
22 being spiritually governed by an established set of
23 ecclesiastical tenets defined and carried out by those
24 chosen to interpret and impose them.

25 And finally:

26 Under the First Amendment's Free Exercise Clause,
Parishioner had the right to consent as a participant
in the practices and beliefs of the Church of Christ
without fear of governmental interference. As the
Church's chosen spiritual leaders, the Elders were
responsible for providing guidance to all those who,
like the Parishioner, had chosen to follow. Under the
Free Exercise Clause the Elders had the right to rely
on Parishioner's consensual participation in the
congregation when they disciplined her as one who had
voluntarily elected to adhere to their doctrinal
precepts. Parishioner's willing submission to the
Church of Christ's dogma, and the Elders' reliance on
that submission, collectively shielded the church's
prewithdrawal, religiously-motivated discipline from
scrutiny through secular judicature.

1
2 The reasoning in Gwinn applies with equal force here.
3 While Maureen Jorgensen was a member of the Community Chapel
4 congregation she shared its beliefs, including the doctrine of
5 deliverance or demon rebuking. The rebuking at issue here was
6 not in the nature of a disciplinary proceeding, but even if it
7 were, if such proceedings had been a part of Community Chapel's
8 doctrine and practice, plaintiff could not sue for having been
9 subjected to them. As in Gwinn, "the Elders were responsible for
10 providing guidance to all those who, like the Parishioner, had
11 chosen to follow."

12 This is not to say that a parishioner implicitly
13 consents to everything their pastor may do, but it means at least
14 that a pastor's actions of a religious nature performed in
15 general conformity to church doctrine and practice cannot be the
16 basis of tort liability. Any rule that allowed courts or juries
17 to decide whether a minister went "too far" in performing a
18 religious practice would put a judge and jury in charge of every
19 worship service.

20 Such a result is intolerable under the First Amendment.
21 Thus, all claims by plaintiff against Community Chapel arising

22 ///

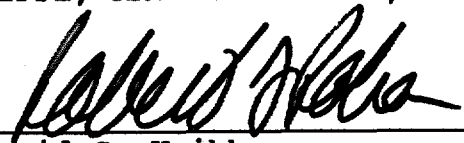
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24 ///

1 out of or resulting from the deliverance-rebuking incident must
2 be dismissed.

3 Respectfully submitted this 14th day of April, 1989.

4 SCHWEPPE, KRUG & TAUSEND, P.S.

5
6 By 
7 David G. Knibb
8 Robert J. Rohan
9 Anthony D. Shapiro
10 Attorneys for Community Chapel

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CIVIL TRACK I
THE HONORABLE JOHN RILEY

SUPERIOR COURT FOR THE STATE OF WASHINGTON
COUNTY OF KING

MAUREEN P. JORGENSEN,)	
	)	NO. 86-2-26360-8
Plaintiff,)	
	)	ORDER GRANTING COMMUNITY
v.	)	CHAPEL'S FIRST PARTIAL SUMMARY
	)	JUDGMENT
COMMUNITY CHAPEL AND BIBLE)	
TRAINING CENTER, a Washington)	
non-profit corporation,)	
et al.,)	
)	
Defendants.)	

This cause came on regularly for hearing on the motion of Community Chapel & Bible Training Center ("Community Chapel") for partial summary judgment on plaintiff, Maureen Jorgensen's, claim arising out of a rebuking incident that occurred at Community Chapel in the autumn of 1985.

Having considered the pleadings and briefs, the declaration of Gregory Thiel and excerpts of deposition testimony by Maureen Jorgensen and Donald Barnett, and being fully advised, it is

ORDERED that:

1. Community Chapel's first motion for partial summary judgment is granted.
2. All claims by Maureen Jorgensen against Community Chapel arising out of or resulting from the disparaging remarks

1 the like, in a nutshell?

2 A. Don Barnett definitely discouraged it.

3 Q. You're aware of other faiths, religions,
4 sects, what have you, that share that belief, are
5 you not?

6 A. Yes, to one degree or another.

7 Q. Mrs. Jorgensen, you testified in rather
8 some detail during our last session about what's
9 been termed as a public rebuke of you that occurred
10 at the Chapel, and you referenced a meeting with
11 Donald Barnett the evening before that rebuke. Do
12 I have that correctly?

13 A. Yes, you do.

14 Q. Would you tell me about your preceding
15 meeting with Donald, please.

16 A. I saw -- I was at church on Thursday night
17 for -- They had the church open on Thursday nights
18 in those days, and I was extremely upset, and I
19 saw Don standing in the doorway of the sanctuary.
20 He looked like he was waiting for someone.

21 Q. Was anyone else around?

22 A. Oh, yes, the church was full. In fact, I
23 had a gal named April Fauske push the wheelchair up
24 to him, and I approached him, and I said, "I've
25 never done this, you know, just come to you like

1 this without any notice, so to speak, but I need
2 to." I was desperate and -- I was crying, in other
3 words. I said, "I've just got to talk to you."

4 He saw that I was in a bad state,
5 and he went to -- led the way up to the back of the
6 church where he sat down on the pew, and I believe
7 April pushed me up the aisle after him. He sat
8 down, and I was sobbing and extremely upset. My
9 chest was heaving with emotion and trying to get
10 air and talk at the same time.

11 I said, "I'm absolutely miserable.
12 Dennis is not coming home hardly at all anymore.
13 I'm in an unheated house. I have no money, no
14 means, no food in the refrigerator. I'm headed
15 towards total destitution. I have no one to take
16 care of me." I told him how unsuccessful my
17 attempts to connect had been though I had tried and
18 tried to submit and to do what was required of
19 me, that I was totally miserable, and that I had
20 been sick, and that my doctor bills were mounting,
21 and that I was having stomach problems,
22 convulsions, indigestion, and insomnia, lack of
23 appetite, headaches, that I --"

24 Q. You were telling him all this during this?

25 A. Yes. I poured out my heart literally,

1 just poured it all out. I spilled it all and
2 begged him, begged him to help me.

3 Then I waited after pouring out my
4 heart and saying how my husband was in love with
5 another woman, and he looked at me squarely, and he
6 said -- He just, he looked mad, and he said,
7 "Maureen, you sound like a heathen."

8 MR. GULLIFORD: What?

9 THE WITNESS: "Heathen."

10 Q. Tell me everything you remember him saying
11 that night.

12 A. Yes, I'm trying.

13 Q. Okay.

14 A. Then he started telling me how I had to
15 have more faith, that I didn't have enough faith,
16 and that I should just be thankful for what I did
17 have, be thankful that I had a house to live in,
18 that I even had a husband, that I needed to have
19 faith like David, how David was pursued by his
20 enemies and went through all of the problems and so
21 forth, but -- and he looked at me and he said,
22 "What happened after all of that to David?"

23 And I was just totally
24 flabbergasted, dumbfounded at this reaction, and I
25 looked at him, and he said, "He became king."

1 A. I'm trying to establish what kind of detail you want.

2 Q. What did Pastor Barnett say publicly about you?

3 A. He said, "Maureen, remember our talk last night? You
4 have demons of suicide, rebelliousness, and jealousy, and you
5 are having these stomach convulsions because you are giving
6 into jealousy and anxiety and fear," screaming at me. And I
7 tried so hard all of those years to submit to him.

8 (Short break.)

9 Q. Mrs. Jorgensen, the statement that you've described
10 made by Pastor Barnett, is that the entire statement?

11 A. Well, no. It went on and on for quite a while. And
12 he was yelling, but it sort of got louder and louder, because
13 he was rebuking me and he was yelling, and then I think he
14 walked towards me with a microphone, and so, because the next
15 thing I knew, he was there, and he was grabbing me and shaking
16 me and screaming at the demons. Me, screaming at me. It
17 seemed like he wanted to kill me. I felt like he was killing
18 me.

19 Q. Were you frightened?

20 A. Well, I had stomach convulsions, and all I had done
21 was asked for somebody to pray for me, a girl that was next to
22 me, and then all of this happened so unexpected, that it
23 shocked me. And I think I went into a state of just shock.

24 Q. Can you tell me when this was?

25 A. It was on a Friday night, and I think that it was the

1 presence at least, had always taken her affirmity
2 with a bright spirit. She always seemed to be up
3 and doing well. All the sudden I saw her in such
4 hopelessness and such despair. And I felt like I
5 knew by the spirit of God, that that demon of
6 hopelessness and despair and self-pity was taking
7 advantage of her. And I felt kind of a righteous
8 indignation concerning that spirit, and I began to
9 encourage Maureen, like we always do for
10 deliverance: "Maureen, don't let that spirit of
11 hopelessness overtake you. You've got to fight it.
12 You've got to resist it. You can't give in to it."

13 Then I began to pray against that spirit and
14 rebuke that spirit sharply, and I remember I even
15 felt surprised inside of how sharp I felt that
16 spirit of God was rebuking that spirit.

17 But it wasn't Maureen I was rebuking at all. I
18 don't think anybody took it that way at that time.
19 At least it was never intended anybody take it that
20 way. And it was common. It was a common thing, as
21 part of our theology of deliverance, that we always
22 rebuke demons, encourage people to fight the demon,
23 this type of thing. It's part of our religious
24 belief. Maureen also had that same belief at the
25 same time.

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A. No.

Q. How about Michael Sevrn's, who testified last week about these things?

A. I don't know.

Q. You think now she was probably lying on a pew?

A. Well, I didn't say that. I said -- because I said she laid on the pew a number of times, and I wasn't certain. I'm just not really sure.

Q. After the person told you that Maureen needed prayer, do you recall what you did?

A. Pardon?

Q. What did you do?

A. What I remember is -- because to me this was no different than all the rest of them we were doing. This was nothing unusual or special, so I don't remember step by step detail, as I understand you want it and would like to have it.

What I remember is that she was manifesting very -- with a lot of self-pity and hopelessness and despair. Seemed like all the sudden she had fallen apart emotionally. Previously she always seemed to be up. And I began to counsel her, like we always do, to resist that spirit. Don't give in to hopelessness. Don't let that spirit take over. We're going to pray for you and rebuke these demons,

1 and you join with us and fight it. Don't give into
2 it.

3 We began to rebuke these spirits. And I
4 remember myself, because you rebuke them with
5 authority and with some invictiveness. I remember
6 how sharply I felt the spirit of God was sharply
7 rebuking that spirit, because it was righteous
8 indignation against that spirit for attacking her
9 that way.

10 So we rebuked that spirit, and we prayed for
11 the Lord to give her faith and comfort and so forth.
12 That's all I remember.

13 Q. When you were doing the rebuke of a spirit, of the
14 demons, where were you?

15 A. Down in front of the assembly. On the floor, down
16 in front of the pews.

17 Q. Were you near Maureen?

18 A. Yes.

19 Q. Do you recall any other people that were nearby, the
20 names of them?

21 A. No, I don't.

22 Q. None of them?

23 A. None.

24 Q. Do you specifically recall rebuking the spirit, or
25 is your memory enhanced because your secretary said

1 Q. Can you tell me how many there were?

2 A. Approximately seven.

3 Q. And these moves of God, were they kind of a flowing
4 thing; did they overlap into one another, or were they very
5 distinct and separate?

6 A. There, in my mind, they were led into each other and
7 sort of flowed together.

8 Q. Did they build upon one another to an extent?

9 A. To a certain extent, yes.

10 Q. The last move of God was the move of being
11 spiritually connected?

12 A. Yes, that was.

13 Q. And that came out of the move of God of demon
14 deliverance to some extent?

15 A. Well, actually it came out of dancing before the
16 Lord.

17 Q. Which came in between the two?

18 A. No, demon deliverance was before that.

19 Q. Did you believe in demon deliverance?

20 A. Yes.

21 Q. Did you believe in dancing before the Lord?

22 A. Yes.

23 Q. Did you believe in spiritual connections?

24 A. Yes.

25 Q. Did you experience spiritual connections?

doctors and medicine were very much not a part of the process of healing, in his estimation.

Q Turning to the rebuke that you talked about in Volume II of your deposition, you describe, lines 20 and 21, Page 90, in Volume II of your deposition, that you turned and asked somebody to pray for me, a girl that was next to me. Do you recall who the girl was that was next to you?

MS. JONES: I'm going to object, Bob. The rebuke was talked about in great detail in the last deposition. I understood our agreement today to be we would cover topics that had not been raised by the attorney for the church at the time of the prior depositions.

Q Do you recall who the girl was?

A Yes. Her name was Chris Walters.

Q And had you asked Chris Walters to pray for you for some stomach stress that you were having?

A Yes. That was common. If you had problems, it was encouraged to just quietly nudge somebody, you know, and have them pray for you during the service and that was pretty routine.

Q And is that what you did, quietly nudge her and ask her to pray for you?

A Yes. She very quietly knelt down and I told her

about my problem with my convulsing stomach and I was really in pain.

Q Did she then either tell somebody else in the church that you're aware of or tell Donald Barnett that you had just asked her to pray for your stomach distress?

MS. JONES: Lacks foundation.

A Well, she disappeared. She said, "Just a moment," and when she came back she came back with Don Tuggle.

Q Was it Don who started talking first about the stomach distress?

A I'm sorry.

MS. JONES: She said Don Tuggle, did you hear that?

MR. ROHAN: Oh, no, I didn't hear that.

A (Continuing) Yes, he was the healing minister, healing ministry leader, and he came and knelt down and asked me what was going on. I explained the same thing to him really quietly and he went and told Don, from my understanding, because he disappeared and the next thing I knew Don was saying, "Maureen Pangburn has stomach convulsions," and that's when it started, and the rest is on record I think.

Q At any time prior to this, that is prior to whatever Friday night in September or October of 1985 this occurred, had you asked someone -- I assume prior this you had asked people at Community Chapel to pray for you?

A Oh, yeah, it was quite common. Like I say, it was really a widely accepted practice.

Q And had anyone prayed for you at your request where they rebuked or asked demons to leave you?

MS. JONES: Vague as to time.

Q Any time prior to this event occurring with Pastor Barnett in September or October 1975.

A Yes.

Q Do you recall any of those circumstances?

A Not individually.

Q Was there more than once that this had occurred?

A Yes.

Q Can you tell me how many times you think that occurred prior to this event in late 1975 -- excuse me, late 1985?

A Well, during the period of demon deliverance there was a -- You know, this has been covered, too. It was a move of God supposedly that everybody rebuke demons and basically that we all had them and had to get rid of them.

Q Prior to this time in 1985, had you requested that people pray for you and then people laid hands on you in prayer?

A Did you say in '75?

Q Prior to 1985.

A '85?

Q Right, had you asked people to pray for you and they laid hands on you as part of the prayer they were doing?

A Yes, a gentle kind of laying on of hands was also a part of church doctrine.

Q And that happened on more than one occasion?

A Yes.

Q My understanding is that the gentleman that you had your automobile accident with was Mr. Oly Dubeau?

A Yes.

Q And is that D-u-b-e-a-u, to the best of your recollection?

A D-u-b-e-a-u, yeah.

Q And his first name was O-l-y-a?

A No, O-l-y.

Q After your accident in Alaska, was the first time that he talked to you after that when you were in a halfway house somewhere in the Seattle area?

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JOHN W. RILEY
SUPERIOR COURT JUDGE

CIVIL TRACK I
THE HONORABLE JOHN RILEY

SUPERIOR COURT FOR THE STATE OF WASHINGTON
COUNTY OF KING

MAUREEN P. JORGENSEN,

Plaintiff,

v.

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

Defendants.

) 86-2-26360-8 ✓
) NO. ~~85-2-2630-8~~

) DECLARATION OF GREGORY THIEL

Gregory R. Thiel declares as follows:

1. He has been an active member of Community Chapel & Bible Training Center for 18 years. He has been a minister at Community Chapel for 12 of those years, and an elder for 11 years. He holds bachelor and master's degrees of theology from Community Chapel's Bible College and has been an instructor in theology at the College for the past 15 years. As a result, he has studied the theology and practice of various doctrines in Community Chapel and other churches.

Doctrine of Deliverance -- Demon Rebuking

2. The doctrine of deliverance as practiced at Community Chapel is based on the Scriptures. In large part, it is

KS

1 patterned after instances where Jesus or his disciples spoke to
2 spirits in individuals, rebuked those spirits, and ordered them
3 to leave.

4 3. The Scriptures contain dozens of examples. Among the
5 more prominent is Mark 9:25. That same incident is also
6 described in Luke 9:42 and Matthew 17:18, where the Scripture
7 specifically says that Jesus rebuked the demon. Another example
8 is reported in Luke 4:35.

9 4. In Mark 8:33 Jesus rebuked Peter and said "Get thee
10 behind me, Satan," in a reference to the satanic influences in
11 Peter at that time. Another example of Jesus rebuking, but not
12 in the context of demon deliverance, is recorded in Luke 17:3.

13 5. Church leaders were charged to rebuke offenders
14 publicly in 1 Timothy 5:20 and 2 Timothy 4:2 for purposes of
15 making an example of offenders. Leaders were directed to rebuke
16 offenders "sharply" in Titus 1:13.

17 6. Public denunciations of offenders are recorded in 1
18 Timothy 1:19-20; 2 Timothy 1:15, 2:17-18, 4:10, and 4:14-15.

19 7. The laying on of hands, which is a common practice
20 during demon deliverance, has an extensive scriptural basis.
21 Laying on of hands was common during prayers of one type or
22 another. See Matthew 19:13; Mark 5:23, 16:18; Luke 4:40, 13:13;
23 Acts 9:17; and Hebrews 6:2.

1 8. Pastor Barnett taught extensively on the doctrine of
2 deliverance. His teachings involved both the scriptural bases
3 of this doctrine and case histories where it had worked for
4 specific individuals. He also described the doctrine's history
5 within Christian churches generally and Community Chapel.

6 9. The doctrine of deliverance is based on the belief that
7 people are afflicted by various demons, and that they may be
8 delivered of those demons through a process of prayer and faith
9 in God. That process usually involves the participation of other
10 people who gather around the individual involved, pray for them,
11 and ask that he or she place their trust in God. Participants
12 then rebuke the demons in that individual by speaking to them in
13 a loud, sharp voice and commanding that they leave.

14 10. Declarant believes that the doctrine of deliverance is
15 a sincerely-held religious belief by its adherents at Community
16 Chapel. Declarant knows of no instance where deliverance was
17 practiced at Community Chapel for any secular, vengeful,
18 fraudulent, or other improper purpose.

19 11. The practice of deliverance is not carried out
20 according to any set procedure. There are no defined steps or
21 guidelines. Community Chapel avoids rituals and standard
22 practices in the belief that worship and receptivity to the Holy
23 Spirit depend on flexibility and spontaneity.

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I declare under the laws of the State of Washington that the foregoing is true.

DATED at Seattle, Washington this 12th day of April, 1989.

Gregory Thiel
Gregory Thiel

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Scriptures on Spiritual Love

For your edification, here is a list of the main Scriptures that tell us it is God's plan to unite the body of Christ in fervent spiritual love. Most of these Scriptures have hardly begun to be fulfilled in the church. For example, we cannot yet say that we have loved one another even as Christ has loved us (John 13:34).

The Greek word for "love" in each verse is *agapē*, unless noted otherwise. The Scriptures are reprinted from our Bible insert, *Scriptures for Study and Witnessing*.

Note: These Scriptures are in addition to those that deal with spiritual joints or bands (or unions, or connections), which is a fascinating study all on its own.

- John 13:34-35 A new commandment I give to you, love one another as I have loved you. [*It's a new commandment because the church has never yet loved to this extent.*] By this all men will know that you are my disciples, if you have love for one another.
- John 14:21 He who loves me shall be loved by my Father, and I will love him.
- Rom. 5:5 The love of God has been poured out within our hearts through the Holy Spirit.
- 1 Cor. 13:1-13 The greatest of these is love (see entire chapter).
- 1 Cor. 14:1 Be constantly pursuing this love ("as if in a veritable chase"—A.T. Robertson).
- Gal. 5:22-23 The fruit of the Spirit is love; against such there is no law.
- Eph. 3:17-19 We are to be rooted and grounded in love so that we may know the love of Christ, which surpasses knowledge. [*Our previous love did not surpass knowledge.*]
- Eph. 4:16 The body of Christ edifies itself in love.
- Eph. 5:2 Walk in love, as Christ also has loved us.
- Php. 1:8 God is my record, how greatly I long after you all in the bowels (tender affections) of Jesus Christ. [*Christians in general are not doing this.*]
- Php. 2:2 Fulfill my joy by having the same love.
- Col. 1:7-8 Epaphras declared unto us your love in the Spirit.
- Col. 2:2 That their hearts might be comforted, being knit together in love.
- 1 Th. 3:12 The Lord make you to increase and abound in love toward one another and all men. [*Not just to increase, but to abound in love. The church never really did this before connections came.*]
- 1 Th. 4:9 As touching brotherly love (*philadelphia*) you have no need that I write unto you, for you are taught of God to love one another.
- 2 Th. 3:5 The Lord direct your hearts into the love of God.
- Jas. 2:8 If you fulfill the royal law according to the Scriptures, love your neighbor as yourself, you do well. [*A neighbor is not the person next door, but the person next to your heart, as when the Samaritan was "neighbor" to a man who fell among thieves. Loving one's neighbor as much as oneself is something the church has never done en masse.*]

(over)

- 1 Pe. 1:22 Seeing you have purified your souls in obeying the truth through the Spirit unto unfeigned love (*philadelphia*) of the brethren, see that you love one another with a pure heart fervently ("in an outstretched manner"). [*You can't love fervently without showing it.*] See also 1 Tim. 1:6.
- 1 Pe. 4:8 Above all things have fervent ("outstretched") love among yourselves, for love shall cover the multitude of sins (Col. 3:14).
- 2 Pe. 1:7 Add love to your brotherly love (*philadelphia*).
- 1 Jn. 3:1 Behold what exotic (foreign to the human heart) love the Father has permanently bestowed upon us (Wuest). See also 2 Tim. 1:7.
- 1 Jn. 3:18 My little children, let us not love in word, neither in tongue; but in deed and in truth. [*This love is not just in word, but in deed, which means you have to show it.*]
- 1 Jn. 4:7,12 If we love one another, God dwells in us, and His love is perfected in us.
- 1 Jn. 4:17-18 Herein is our love made perfect, because as he is, so are we in this world. [*We've hardly begun to touch this one.*] There is no fear in love, but perfect love casts out fear.
- 1 John 4:20 If a man says, I love God, and hates his brother, whom he has seen, how can he love God whom he has not seen?

SPIRITUAL AND SOULICAL RELATIONSHIPS

(Part 62, Sunday School, August 10, 1986 by Don Barnett)

- I. Spiritual love may include: (One item alone is not an indication; all items not necessary to have spiritual love):
 1. Unity of spirit
 2. Experience oneness of spirit
 3. Unconditional love
 4. Longsuffering - patience
 5. Willingness to endure
 6. Great mercy
 7. Agony of desire to experience each other's spirit
 8. Relentless pursuit to unite spirits
 9. Emotional estacy
 10. Powerful emotions of love
 11. Powerful emotions of Jesus adoring, loving, caring, etc. for another
 12. Knowledge of God's heart for another
 13. Knowledge of another's spirit for Jesus
 14. Fusion of spirits and of purpose with Jesus and each other
 15. Powerful attraction of another's spirit without talking to/looking at them
 16. Powerful attraction to another's eyes (actually another's spirit).
 17. Strong feelings of purity (regardless of action of soul/body)
 18. Strong feelings of need
 19. Strong feelings of reverence
 20. Inability to separate another person's spirit from Jesus
 21. Great feelings of acceptance, security, and of being loved
 22. Great feelings of being healed
 23. Great feelings of satisfaction

- II. Spiritual love is feeling Jesus, is from Jesus, and is centered on Jesus. Romantic love is centered on the person (purely soulical).

- III. Romantic love may include:
 1. Flirting eyes
 2. Love-enticing staring eyes
 3. Swooning eyes and swooning sighs
 4. Fascinations of imaginations
 5. Fascinations of idealizations
 6. Idle longing of the heart
 7. Fancies of physical expressions of love
 8. Bubbling evervescant emotions
 9. Illusions of floating
 10. Idealizations of the object of your desire
 11. Envisioning a fanciful utopia of love paradise with another
 12. Feeling of bliss
 13. Daydreaming of physical expressions of tenderness
 14. Extravagant emotions of ideal love-relationships
 15. Passionate fondness
 16. Amorous fondling
 17. Insatible thirst for physical touch-expression
 18. Infatuation
 19. Sentimental lovesickness
 20. Intriguing entanglement of body and soul in wooing the heart of another to you
 21. Admiring--petting (with sweetheart affections)

22. Affinity for a darling soulmate
23. A jealous desperation to possess the other's entire heart and soul
24. A giving of oneself to another's discretion in faith
25. A fascination of attractiveness
26. Fascination for one's personality, knowledge, wisdom and/or body
27. Amorous affection (ears, neck, etc.)
28. Captivation by one's charm
29. Sexual attraction
30. Love of romance itself; loneliness for the other person

IV. Falling in love with connection

"Falling in love" is an American concept, not a Biblical concept. It means soulically loving one to the point of not being willing to live apart from them.

A. How does one know? (All points not necessary to be in love.)

1. Desire to be their spouse
2. Desire to know them fully, soulically
3. Desire to own them/be owned by them
4. Wanting to be with them in all soulical situations (for the soulical enjoyment and because they are interested in them as a person)
5. Strong desire to experience their body
6. Jealous of another's heart involvement with them
7. Wanting to alone possess their life
8. Wanting to take care of their personal life
9. Possessive feeling of responsibility for them
10. Needing to be romantic with them
11. Wanting to be isolated from others with them

B. How did they accidentally fall in love?

1. Constantly voicing affection, endearments, compliments
2. Constantly kissing, holding bodies close when not spiritually impacted
3. Thinking and talking about each other, soulically
4. Fanticizing of a life together
5. Playing "what if" fantasy games
6. Talking about intimate things
7. Fully sharing hearts on all issues
8. Taking each other into full confidence
9. Being romantic with each other
10. Spending a great deal of time together, soulically
11. Giving hearts to each other
12. Being physical with each other
13. Taking care of each other's mundane life concurrent with loving romantically
14. Transferring trust, allegiance, communication, etc.

C. What should one do when in love with another's spouse?

1. Realize in love. Admit it to each other.
2. Repent to God and each other
3. Ask God for help and objectivity
4. Decide to break off romance
5. Decide to fall out of love
6. *Important: quit the things that caused them to fall in love
7. Limit time to spiritual worship and spiritual ministry (no soulical)
8. Step up love and romance with spouse
9. Seek to solve marriage problems
10. Rebuke spirits of:

infidelity	substitutionary love	deception	psuedo spiritual love
			insecurity
			unwillingness

ON THIS DAY 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. 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 26th DAY OF

April, 19 89

Nancy Blanchfield
SIGNATURE

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JOHN W. RILEY
SUPERIOR COURT JUDGE

SUPERIOR COURT FOR THE STATE OF WASHINGTON
COUNTY OF KING

MAUREEN P. JORGENSEN,)	
	)	NO. 86-2-26360-8
Plaintiff,	)	COMMUNITY CHAPEL'S REPLY BRIEF
	)	SUPPORTING MOTION TO DISMISS
v.)	
	)	(RELIGIOUS BELIEFS)
COMMUNITY CHAPEL AND BIBLE)	
TRAINING CENTER, a Washington)	
non-profit corporation,)	
et al.,)	
)	
Defendants.)	

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1 **A. Undisputed Facts.**

2 This motion has clarified that:

3 1. Jorgensen does not question the truth or validity of
4 the spiritual connection doctrine espoused by Community Chapel.
5 Jorgensen's Memorandum in Opposition, page 11, lines 18-19.

6 2. Jorgensen makes no claim based on demon deliverance or
7 dancing before the Lord, as espoused or practiced at Community
8 Chapel. Id. at 11, lines 9-10.

9 3. Jorgensen does not question the basis for or validity
10 of any of Community Chapel's beliefs. Id. at 14, lines 17-19.

11 4. Jorgensen has offered nothing to dispute, and therefore
12 does not dispute, that Community Chapel's beliefs in demon
13 deliverance, dancing before the Lord, and spiritual connections
14 were sincerely held religious beliefs.

15 5. Jorgensen makes no claim based on Community Chapel's
16 expression of religious beliefs. Id. at 19, lines 16-17, and
17 page 22, lines 7-8.

18 6. Jorgensen does not claim that the expression of any
19 religious beliefs by Community Chapel led others to act in ways
20 detrimental to her. Id. at 19, lines 18-20.

21 7. Romantic or sexual relations between members engaged
22 in spiritual connections were not part of any religious belief
23 at Community Chapel. Id. at 17, lines 11-12, 20.

24 8. Community Chapel treated such behavior as unacceptable.
25 It preached against it and forbade it. Id. at 17, lines 22-24.

1 9. There is no evidence that Community Chapel's leaders
2 lacked sincerity in preaching against or seeking to forbid
3 romantic or sexual attachments during spiritual connections.

4 10. Community Chapel did not advocate that husbands should
5 neglect or abandon their spouses, and there is no evidence that
6 the church condoned any neglect or abandonment of Jorgensen by
7 her husband.

8 **B. What Claims Are Subject to This Motion.**

9 This is neither a motion to strike nor a motion in limine;
10 it is a motion for summary judgment on part of plaintiffs' claim.
11 He lawyers snicker because it is not directed at an identifiable
12 portion of her complaint, but that is only a tribute to their
13 efforts to exalt form over substance. The function of a summary
14 judgment motion is to pierce the pleadings and examine the
15 substance of a claim.

16 Jorgensen seeks damages in four categories. Her deposition
17 testimony explains:

18 Q. In terms of things that have caused you emotional
19 distress, I've got four general categories. I
20 want to see if I'm missing anything.

21 One is the fact that you made this gift in loan
22 to the church. The second is that the church did
23 not in your view keep its promise to help you with
24 lifetime support and medical care. The third
25 relates to the spiritual connections and the fact
26 that your husband became involved with someone
else as a result of that. And the fourth is the
incident with the public rebuke and the evening
before.

1 Are those the four things that have caused you
2 emotional distress that you seek compensation for
in this lawsuit.

3 A. Yes.

4 Q. Is there anything else in terms of general
5 categories.

6 A. I think that covers it.

7 Jorgensen Deposition, Vol. III, p. 113, l. 20 - p. 114, l. 14.

8 This motion is not directed at Jorgensen's claim of undue
9 influence leading to her loan, nor to her claim that Community
10 Chapel breached a promise of perpetual care.¹ Further, we have
11 a separate motion directed to the rebuking incident. Some
12 principles raised here are common to the rebuking motion as well,
13 but this motion is directed at Jorgensen's claim that Community
14 Chapel's spiritual connection doctrine, as practiced, led to her
15 husband's abandonment of her.²

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19
20 ¹ Plaintiff's extensive statement of facts, emphasizing
21 these two claims, is completely immaterial to this motion. Pages
22 1-6 should be ignored, but this Court should recall for future
reference that plaintiff has demonstrated a zeal for introducing
immaterial and potentially prejudicial evidence on the slightest
pretext.

23 ² We cannot avoid observing the similarity between this
24 part of Jorgensen's claim and a claim for alienation of
25 affections, and note that an earlier motion to dismiss on that
26 ground remains undecided. For the Court's convenience, we attach
extracts of the earlier briefing on that issue, marked as
attachment A.

1 C. Jorgensen's Claim is For "Condoning" Disapproved Misconduct.

2 Jorgensen has now clarified the nature of her claim of why
3 Community Chapel should be responsible in tort for her husband
4 leaving her.

5 At page 11 of her Opposing Memorandum, she describes the
6 elements of her claim:

7 1. The church actively condoned physical misconduct in the
8 practice of spiritual connections.

9 2. The church pressured its members to engage in spiritual
10 connections.

11 3. The church was indifferent to the harm caused by
12 connections.

13 As a result of these acts, Jorgensen claims on page 14 that
14 defendants "caused and condoned her husband's neglect and
15 abandonment of her."³

16 Combining this information with the undisputed facts set out
17 in Section 1, Jorgensen's claim can be restated:

18 1. Jorgensen does not question the basis for, truth,
19 validity, or sincerity of spiritual connections as a religious
20 doctrine or belief at Community Chapel. (Facts 1, 3 and 4)

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³ This statement is part of a longer list of claims recited by Jorgensen. As discussed elsewhere in this brief, those other claims are not germane to this motion.

1 2. Jorgensen makes no claim based on Community Chapel's
2 expression of that belief, even where that expression led others
3 to act in ways detrimental to her. (Facts 5 and 6)

4 3. Community Chapel did not approve of romantic or sexual
5 relations between members engaged in spiritual connections. It
6 preached against and forbade such behavior. (Facts 7 and 8)

7 4. Because some members did not heed these warnings, and
8 engaged in romantic or sexual relations anyway, the church
9 "actively condoned" this misconduct (Element 1 of Jorgensen's
10 claim), and was "indifferent" to the harm it caused. (Element 3)

11 Restated a different way, Jorgensen claims that Community
12 Chapel is liable because some members, including her husband, did
13 not heed the church's admonishments. At bottom, Jorgensen's
14 claim is one of ineffective enforcement of a warning.

15 Put in a different context, if the state builds highways and
16 licenses vehicles and drivers to operate on them, but warns
17 drivers not to exceed a speed limit, if Jorgensen's husband had
18 ignored the speed limit and crashed because of it, under
19 Jorgensen's theory, if the police had failed to give every
20 speeder a ticket or put them in jail, then the state would be
21 liable to her.

22 Of course, the state can employ a police force to enforce
23 individual compliance, while a church can only rely on voluntary
24 adherence and expel serious violators, but the analogy otherwise
25 shows the nature of Jorgensen's claim.

26

1 In sum, except in one respect discussed below, Jorgensen
2 does not base her claim on the spiritual connection doctrine or
3 belief, but on abuses of that doctrine by some church members,
4 Jorgensen's husband in particular, despite Community Chapel's
5 efforts to avoid those abuses.

6 D. Jorgensen's Two Inconsistencies.

7 We momentarily pause in this analysis to address two
8 inconsistencies in Jorgensen's position.

9 She claims, on the one hand, that her damages stem only from
10 four categories: (1) her loan, (2) the promise of perpetual
11 care, (3) abandonment by her husband, and (4) the rebuking. See
12 her testimony, quoted at pages 2-3, infra. But her lawyers seem
13 to have added a fifth category. At pages 13-14 of her brief,
14 they add, for the first time, that "defendants pressured and
15 coerced her to engage in activities she physically could not
16 perform." This is an apparent reference to her inability to
17 engage in dancing before the Lord as a part of spiritual
18 connection. Because of her physical handicap, she could not
19 dance.

20 We suggest that the Court treat this belated effort to add
21 a new claim as merely the result of counsel's excessive
22 enthusiasm. Not only is it inconsistent with Jorgensen's own
23 testimony, but, in regard to dancing, also conflicts with her
24 categorical statement that "Jorgensen's claims have nothing to
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26

1 do with demon deliverance or dancing before the Lord." Opposing
2 Memo at 11, lines 9-10.

3 The other inconsistency arises from Jorgensen's contention
4 that one element of her claim based on abuses of the spiritual
5 connection doctrine, is that Community Chapel is responsible for
6 the "pressure on its members to connect." Opposing Memo. at 11,
7 lines 20-21. In other words, she seems to claim that Community
8 Chapel can be liable for exhorting its members to engage in a
9 religious practice which was part of the church's sincerely held
10 religious beliefs.

11 This position is inconsistent with her assurance later in
12 the same brief that she makes no claim based on Community
13 Chapel's expression of religious beliefs, even when it may have
14 led others to act in ways detrimental to her. Id. at 19, lines
15 16-20; page 22, lines 7-8.

16 Moreover, any claim that a church is liable for "pressuring"
17 its members to engage in a religious practice runs head-on into
18 the First Amendment's protection of the free exercise of
19 religion.

20 Plaintiff in Van Schiack v. Church of Scientology, 535 F.
21 Supp. 1123, 1139 (D. Mass. 1982) sought damages for emotional
22 distress because "the church exhorted her to sever family and
23 marital ties and to depend solely on the church for emotional
24 support. Rejecting this claim, the Court responded:

25 They are similar to the demands for single-minded
26 loyalty and purpose that have characterized numerous

1 religious, political, military and social movements
2 over the ages.

3 Jorgensen's claim parallels that made in NAACP v. Clairborne
4 Hardware Co., 458 U.S. 886 (1982), where a black boycott of white
5 merchants raised racial tensions in a Mississippi town. The
6 merchants filed a tort action against the boycott leaders,
7 claiming they had pressured customers, through repeated public
8 addresses and personal solicitation, to support the boycott.
9 Reversing a judgment for the merchants, the Court held:

10 Speech does not lose its protected character,
11 however, simply because it may embarrass others or
12 coerce them into action.

13 Id. at 910. (emphasis added)

14 In sum, any suggestion that a church can be liable for
15 exhorting its members to engage in a religious practice must be
16 rejected.⁴

17 Having dealt with these two inconsistencies in Jorgensen's
18 position, we turn now to her claim that a church can be liable
19 for preaching a religious belief that results in behavior which
20 the church did not approve and preached against.

21
22
23 ⁴ Plaintiff tries to draw a line between speech and conduct
24 at the wrong place. Sermons may not be regulated. Fowler v.
25 State of Rhode Island, 345 U.S. 67, 70 (1953). Even a church's
26 threats against its members of divine retribution if they leave
the church cannot support a tort claim. Molko v. Holy Spirit
Ass'n, 762 P.2d 46, 61 and 63 (Cal. 1988).

1 E. Liability for "Condoning" Disapproved Misconduct Would Make
2 Churches Insurers of Their Members' Behavior.

3 We know of no case and Jorgensen has cited none for her
4 unprecedented theory that a church should be liable for
5 "condoning" misconduct by a member which was specifically
6 disapproved.

7 In the first place, her claim shows a misunderstanding of
8 how most churches, including Community Chapel, function.
9 Churches can teach and exhort their members. They can rebuke
10 those who stray from accepted teachings. In extreme cases, they
11 can excommunicate or disfellowship.

12 But they have no mechanism for monitoring or regulating the
13 conduct of individual members. Specific problems may be resolved
14 through counseling, if a member brings the problem to a
15 counselor's attention. But no church -- certainly not Community
16 Chapel -- has any way to enforce its teachings other than by
17 persuasion or threat of expulsion. Compliance is strictly
18 voluntary.

19 How is a court or jury to judge the reasons for a member's
20 non-compliance with religious teachings? Plaintiff suggests that
21 a jury is entitled to consider whether church leaders were "lax"
22 in enforcing their policies, or set a poor example. By what
23 standard, however, can we judge whether church teachings are
24 "lax" or the example of their leaders was "poor?" No greater
25 opportunity for mischief can be imagined. There is no way a
26

1 court can safeguard against the unacceptable risk that a jury
2 will impose liability on a church because of its unconventional
3 beliefs.

4 See Bose Corp. v. Consumers Union of U.S., Inc., 466 U.S.
5 485, 498-511 (1984) (court must examine record independently to
6 ensure that jury verdict does not constitute a forbidden
7 intrusion on First Amendment rights); United States v. Ballard,
8 322 U.S. 78, 87 (1944) (beliefs cannot "be made suspect before
9 the law"); Founding Church of Scientology v. United States, 409
10 F.2d 1146, 1164 (D.C. Cir. 1969) (where jury verdict may rest on
11 grounds improper for First Amendment reasons, court may not
12 speculate whether other, permissible grounds support it).

13 Even if safeguards could be devised for a secular court to
14 measure whether a church's teachings were lax or its leaders'
15 example poor, what is the legal basis for imposing liability?
16 Is a leader who sets a bad example liable because others follow
17 it? Are the followers not responsible for their own actions?
18 Jorgensen offers us no chart through this jurisprudential
19 minefield.

20 If this case involved misconduct by children placed under
21 a church's supervision, a different rule might apply. But the
22 church member who went astray here was an adult -- Jorgensen's
23 husband. There is no evidence that he lacked the capacity to
24 decide on his own whether to heed church warnings about physical
25 involvement with his spiritual partner. Cf. United States v.
26

1 Kozminski, ___ U.S. ___, 108 S. Ct. 2751 (1988) (requiring strict
2 standard for coercion, even against mentally retarded victim).

3 When that involvement led to sexual relations and the church
4 learned of them, it took the only step it could and
5 disfellowshipped Jorgensen's husband, Dennis Pangburn, an action
6 which he admits. Pangburn dep., Vol. II, p. 148.

7 Jorgensen's proposed theory of liability based on alleged
8 inadequate enforcement of warnings is not only unprecedented,
9 but is bad public policy.

10 Would the husband of a Catholic wife have some claim against
11 her church for "condoning" the widespread practice of birth
12 control in contravention of church teachings, when he wanted
13 children but his wife secretly took the pill?

14 Would liability turn on whether the church engaged in a
15 "dangerous" practice -- one with a high likelihood of abuse? If
16 so, who would decide which religious practices were deemed
17 sufficiently "dangerous" to trigger potential liability?

18 If Jorgensen's theory were accepted, churches would never
19 know when liability might be imposed on them for their members'
20 misdeeds. This uncertainty is even greater when liability is
21 defined on a case-by-case basis, rather than through precisely
22 drawn statutes, because "the complexity of the proofs and the
23 generality of the standards . . . provide but shifting sands on
24 which the litigant must maintain his position." Speiser v.
25 Randall, 357 U.S. 513, 526 (1958).
26

1 The inevitable result would be deterrence of
2 constitutionally protected religious exercise, as more pastors
3 and churches would alter protected religious activity rather than
4 run the risks of liability. As the Supreme Court recently warned
5 in Corporation of Presiding Bishop v. Amos, ___ U.S. ___, 107 S.
6 Ct. 2862, 2868 (1987):

7 it is a significant burden on a religious organization
8 to require it, on pain of substantial liability, to
9 predict which of its activities a secular court will
10 consider religious. The line is hardly a bright one,
11 and an organization might understandably be convinced
12 that a judge would not understand its religious tenets
13 and sense of mission. Fear of potential liability
14 might affect the way an organization carried out what
15 it understood to be its religious mission. (emphasis
16 added)

17 Accord, Catholic Bishop v. NLRB, 559 F.2d 1112, 1124 (7th Cir.
18 1977), aff'd on statutory grounds, 440 U.S. 490 (1979) ("The real
19 difficulty is found in the chilling aspect that the requirement
20 of bargaining will impose on the exercise of the bishop's control
21 of the religious mission of the schools.") (emphasis added)

22 The "chilling aspect" of potential church liability for
23 condoning a member's misdeeds will cause pastors to "steer far
24 wider of the unlawful zone" (Speiser, 357 U.S. at 526) to avoid
25 any prospect of liability. Inevitably, the result would be a
26 major retreat of constitutionally protected rights. Here, as in
Thomas v. Review Board, 450 U.S. 707, 718 (1981), "[w]hile the
compulsion may be indirect, the infringement upon free exercise
is nonetheless substantial."

1 Jorgensen's theory to make a church liable for condoning the
2 misdeeds of its members would effectively give every church
3 member the power to impose tort liability on that church, despite
4 the church's inability to define the scope of that relationship
5 or to control the conduct of its members. The church would be
6 liable without any way to limit its liability.

7 To restrict this unprecedented exposure, churches would be
8 required to exclude any member who might potentially cause
9 trouble. Otherwise, a jury might find them guilty of "condoning"
10 that trouble. A law such as that proposed by Jorgensen would
11 actively discourage churches from soliciting members and force
12 them into surveillance and expulsion of existing members. That
13 is hardly the atmosphere envisioned by the Supreme Court when it
14 reminded us that First Amendment rights require "breathing
15 space." Gertz v. Robert Welch, Inc., 418 U.S. 323, 342 (1974).

16 Alternatively, churches might consider requiring a secured
17 hold harmless and indemnification promise as a condition of
18 membership. It is unlikely that insurance companies would ever
19 underwrite such open-ended risks. In any event, such a rule as
20 proposed by plaintiff would unduly intrude into the associational
21 rights and relationship between a church and its members. A
22 church's right to religious autonomy would be supplanted by
23 "comprehensive, discriminating and continuing state
24 surveillance." Lemon v. Kurtzman, 403 U.S. 602, 619 (1971).

1 The final alternative for any church would be simply to
2 discontinue any religious practice which a member might abuse.
3 But that would also be an unacceptable intrusion into the free
4 exercise of religion, for it would preclude all church members
5 from practicing their religion solely due to potential liability
6 for the misdeeds of some.

7 Such intrusions into the doctrine, practices, and ministry
8 of religious institutions would be a serious burden on religious
9 liberty. Even where religious conduct is subject to regulation,
10 such a burden can be justified only by showing that it is
11 essential (that is, the "least restrictive means") to the
12 accomplishment of some truly compelling, paramount state
13 interest. Thomas v. Review Board, 450 U.S. 707, 718 (1981);
14 Wisconsin v. Yoder, 406 U.S. 205, 215 (1972) ("only those
15 interests of the highest order and those not otherwise served can
16 over-balance legitimate claims to the free exercise of
17 religion"); Sherbert v. Verner, 374 U.S. 398, 406 (1963) ("only
18 the gravest abuses, endangering paramount interests, give rise
19 to permissible limitation"). Jorgensen has offered nothing to
20 justify the intrusions her proposed theory would allow or the
21 havoc it would unleash on religious liberty.

22 F. Protecting Free Exercise Does not "Establish" Religion.

23 Jorgensen misunderstands this motion when she suggests that
24 Community Chapel seeks some special privileges. We ask only that
25 the intrusions into the church's religious activities, as sought
26

1 by plaintiff, be denied. Government neutrality -- not favoritism
2 -- is all we seek.

3 None of plaintiff's cases address the present situation.
4 The relief we request would not "establish" a religion. As the
5 Supreme Court recently explained in Corporation of Presiding
6 Bishop v. Amos, ___ U.S. ___, 107 S. Ct. 2862, 2867 (1987):

7 There is ample room under the Establishment Clause for
8 "benevolent neutrality which will permit religious
9 exercise to exist without sponsorship and without
interference."

10 (quoting from Hobbie v. Unemployment Appeals Commission, ___ U.S.
11 ___, 107, S. Ct. 1046, 1051 (1987)).

12 G. Conclusion.

13 Imposing liability on a church for "causing or condoning"
14 the disapproved misconduct of its members is unprecedented and
15 contrary to both law and policy.

16 Defendant's motion must be granted. All claims by Jorgensen
17 relating to the teaching, preaching, or practice of the spiritual
18 connection or dancing before the Lord doctrines and beliefs, or
19 any abuses of them, and all claims that Community Chapel, through
20 its teaching, preaching, or practices about these doctrines or

1 their abuses, caused or condoned Jorgensen's husband to neglect
2 or abandon her must be dismissed.

3 Respectfully submitted this 26 day of April, 1989.

4 SCHWEPPE, KRUG & TAUSEND, P.S.

5
6 By David M. Knibb
7 David G. Knibb
8 Robert J. Rohan
9 Anthony D. Shapiro
10 Attorneys for Community Chapel

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SCHWEPPE, KRUG & TAUSEND

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.,)

BARNETTS' BRIEF IN SUPPORT
1500\4789\801 - Page: 1

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

BARNETTS' BRIEF IN SUPPORT
OF MOTION FOR PARTIAL
DISMISSAL

Evans, Craven & Lackie, P.S.

LAWYERS

SUITE 3100 COLUMBIA CENTER 701 5TH AVENUE
SEATTLE, WASHINGTON, 98101

(206) 386-5555

1 In the present case, plaintiffs attempt to make exactly the same
2 claim as that attempted in Meroni, and point to indoctrination
3 techniques which are far less intense by comparison.

4 As in Meroni, the infliction of emotional distress by
5 religious indoctrination would be independently actionable
6 "...only where the conduct has been so outrageous in character,
7 and so extreme in degree, as to go beyond all possible bounds of
8 decency, and to be regarded as atrocious and utterly intolerable
9 in a civilized community." Grimsby v. Samson, 85 Wn.2d 52, 59,
10 530 P.2d 291 (1975).

11 In the present case, plaintiffs allege that they were
12 subjected to "repetitive sermons, submission practices,
13 indoctrination, retreats, counseling sessions and psychological
14 techniques that were designed to and did diminish their cognitive
15 functions." These same allegations could be made about the
16 Catholic church or any other religion. Clearly, these are not
17 the type of practices which would justify interference with
18 religious freedom. Therefore, the claim in the BUTLER SUIT for
19 infliction of emotional distress must be dismissed.

20 G. Alienation of Affections

21 The cause of action for alienation of affections has been
22 abolished in Washington. Wyman v. Wallace, 94 Wn.2d 99, 615 P.2d
23 452 (1980). Consequently, none of the plaintiffs have entitled
24 their causes of action as alienation of affection. However,
25 inquiry does not end here. This court is not bound by the labels
26 which plaintiffs give to their causes of action. It may treat
27 them as what they really are. As the court wrote in Lund v.
28 Caple, 100 Wn.2d 739, 745, 675 P.2d 226 (1984): "...[T]he
29 policies underlying Wyman require us to go beyond the mere labels
30 on appellant's claim and consider the nature of his claims."

31 BARNETTS' BRIEF IN SUPPORT
32 1500\4789\801 - Page: 24

Evans, Craven & Lachic, P.S.
LAWYERS

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

(206) 386-5555

1 In Gazija v. Nicholas Jerns Co., 86 Wn.2d 215, 543 P.2d 333
2 (1975), the court was called upon to determine whether an action
3 was stated actually in Tort or Contract. Therein, the court
4 wrote at page 218:

5 Whether an action sounds in contract or tort
6 is determined from the pleadings and
7 complaint as a whole and the evidence relied
8 upon, not by particular words and
9 allegations, the form adopted by the pleader,
10 what the pleader calls it

11 The nature of a claim is not changed by the name given to it by
12 the pleader.

13 The prohibition upon alienation of affection actions extends
14 to situations in which a spouse claims consortium damages arising
15 from the extra-marital affair of the other spouse. See, Lund v.
16 Caple, 100 Wn.2d 739, 675 P.2d 226 (1984). In that case, a
17 spouse attempted to sue for the extra-marital affair between his
18 wife and a pastor. The spouse sued without joining the alienated
19 spouse, and the court held that the cause of action was,
20 therefore, really just an alienation of affections claim.

21 The claims of Maureen Jorgensen in the JORGENSEN CASE for
22 destruction of her marriage and the claims of Dee Chabot in the
23 EHRlich CASE for destruction of her marriage fall directly within
24 the holding in Lund v. Caple, 100 Wn.2d 739, 675 P.2d 226 (1984).

25 1. Jorgensen claims

26 Maureen Jorgensen alleges that the doctrine of spiritual
27 connections destroyed her marriage to Dennis Pangburn. These
28 allegations are incorporated into each of her claims against the
29 Barnetts in the JORGENSEN CASE for 1) Constructive Trust; 2)
30 Breach of Contract; and 3) Infliction of Emotional Distress.
31 However, Dennis Pangburn is not a party therein, and he does not

32 BARNETTS' BRIEF IN SUPPORT
1500\4789\801 - Page: 25

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SEATTLE WASHINGTON 98104

(206) 386-5555

1 assert a claim. As stated in Lund, that portion of her claims
2 based upon her marital breakup are actually alienation of
3 affection claims and may not be stated. Partial dismissal of her
4 claims is, therefore, appropriate.

5 2. Dee Chabot claims

6 Dee Chabot bases all of her claims in the EHRlich CASE,
7 other than wrongful disfellowship and defamation, upon the
8 breakup of her marriage. These causes of action are labelled as
9 Outrage, Counselor Malpractice, Negligent Counselling, Pastoral
10 Malpractice, and Destruction of Parent-Child Relationship.
11 However, her alienated spouse, Grant Chabot, is not a party
12 therein and does not assert a claim. Consistent with Lund, all
13 of these claims must be dismissed, because they are simply
14 alienation of affection claims.

15 3. Husband Claims for Marital Disharmony

16 In the BUTLER CASE and the EHRlich CASE, the claims of
17 various husbands and wives are made arising out of the extra-
18 marital affairs in which their respective spouses engaged. It is
19 anticipated that these spouses shall attempt to distinguish the
20 Lund decision on the basis that they do not attempt to sue alone.

21 In Lund v. Caple, 100 Wn.2d 739, 675 P.2d 226 (1984), a
22 lone spouse attempted to sue for marital breakup allegedly
23 arising from the extra-marital affair of his spouse. The court
24 held at page 747 that his attempt to sue for the extramarital
25 relationship without his spouse was in essence an action for
26 alienation of affections. However, this decision cannot be
27 distinguished simply by joinder of the claims of the alienated
28 spouse.

29 The court in that case expressly ruled that the failure to
30 join the alienated spouse was not the basis of dismissal. id at

31 BARNETTS' BRIEF IN SUPPORT
32 1500\4789\801 - Page: 26

Evans, Craven & Lockie, P.S.
LAWYERS

SUITE 3100 COLUMBIA CENTER 201 5TH AVENUE
SEATTLE WASHINGTON 98101

(206) 386-5555

1 743-744. It wrote at page 747: "His wife did not join the
2 lawsuit, which alone would not bar the action, but does indicate
3 at least the possibility of a vengeful motive or a so-called
4 'forced sale' on the part of a wronged husband." The failure to
5 join the alienated spouse in that case was only a factor
6 considered by the court in determining that the claims in that
7 case were really for alienation of affection.

8 In determining whether the gravamen of a claim is really for
9 alienation of affections, the court must look to see if the
10 elements of the tort of an alienation of affections are present.
11 *id.* at 745. These elements are:

- 12 (1) an existing marriage relation; (2)
13 wrongful interference with the relationship
14 by a third person; (3) a loss of affection or
15 consortium; and (4) a causal connection
16 between the third party's conduct and the
17 loss.

18 *id.* at 745, quoting Carrieri v. Bush, 69 Wn.2d 536, 542, 419 P.2d
19 132 (1966).

20 In contrast, a true loss of consortium claim is based upon
21 impairment of the person of the other spouse. The Supreme Court
22 first recognized a wife's action for loss of consortium on the
23 same day that it handed down the Wyman decision which abolished
24 actions for alienation of affection. See, Lundgren v. Whitney's
25 Inc., 94 Wn.2d 91, 614 P.2d 1272 (1980). Therein, the court
26 discussed the nature of a true consortium claim which is based on
27 physical injury to the impaired spouse.

28 a. Michael Ehrlich claims

29 With the exception of claims for wrongful disfellowship and
30 defamation, Michael Ehrlich alleges his claims in the EHRlich
31 CASE based upon the extra-marital relationship between his wife

32 BARNETTS' BRIEF IN SUPPORT
1500\4789\801 - Page: 27

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1 and Ralph Alskog. These claims are labelled as 1) Outrage, 2)
2 Counselor Malpractice, 3) Negligent Counselling, 4) Pastoral
3 Malpractice, and 5) Loss of Consortium.

4 b. Ronald Kitchell claims

5 In the EHRLICH CASE, Ronald Kitchell states exactly the same
6 type of claims as Michael Ehrlich. With the exception of claims
7 for wrongful disfellowship and defamation, his claims for 1)
8 Outrage, 2) Counselor Malpractice, 3) Negligent Counseling, 4)
9 Pastoral Malpractice, 5) Loss of Consortium, and 6) Destruction
10 of Parent-Child Relationship all arise from his wife's alleged
11 involvement with unnamed spiritual connections. Since all of
12 these claims are really based upon the alleged alienation of his
13 wife, they must be dismissed.

14 c. Butler, Brown, and Hall claims

15 Steven Butler, Lyle Brown, and Donald Hall each attempt to
16 state alienation of affection claims under the guise of different
17 labels in the BUTLER CASE. With the exception of claims for
18 defamation and wrongful disfellowship, each allege causes of
19 action for 1) Outrage and 2) Loss of Consortium arising out of
20 the relationship between their respective wives and Don Barnett.

21 d. Conclusion upon Spousal Claims for Marital
22 Disharmony

23 None of these plaintiffs state a claim based upon a physical
24 impairment to their spouse. Each of their claims are based upon
25 1) Their marital relationship, 2) the interference with this
26 relationship by a third person, 3) the loss of affection or
27 consortium of their respective wife, and 4) the causal relation
28 between the interference with their marriage and their alleged
29 damage. These are the precise elements of an action for
30 alienation of affections. See, Carrieri v. Bush, 69 Wn.2d 536,

31 BARNETTS' BRIEF IN SUPPORT
32 1500\4789\801 - Page: 28

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SEATTLE WASHINGTON 98104

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1 419 P.2d 132 (1966).

2 It is irrelevant that each of these claimants joined their
3 claims to that of their spouse. Admittedly, one factor
4 considered in the Lund case is not present. However, this one
5 factor is not determinative of whether or not a particular claim
6 is essentially one for alienation of affections. Consistent with
7 the decision in Lund, this court must look beyond the labels
8 given to the claims and dismiss them since they are really based
9 upon alienation of affections.

10 4. Wife Claims for Loss of Consortium

11 In the BUTLER CASE, Kathy Butler, Christine Hall, and Sandy
12 Brown each allege that their relationships with Don Barnett
13 caused them a loss of consortium. In the EHRlich CASE, Sandy
14 Ehrlich and Catherine Kitchell allege that relationships with
15 their respective spiritual connections caused them a loss of
16 consortium. These allegations fail to state a claim for loss of
17 consortium.

18 A wife's action for loss of consortium was first recognized
19 in Lundgren v. Whitney's Inc., 94 Wn.2d 91, 614 P.2d 1272 (1980).
20 Therein, the court held that a wife may state a consortium claim
21 for physical injury to her husband.

22 Each of these women state claims for alleged injury to
23 themselves. Nowhere, is there an allegation of physical injury
24 to their husband. Consequently, no loss of consortium claim is
25 stated.

26 5. Loss of Parental Consortium Claims

27 A cause of action for loss of parental consortium was first
28 recognized in Washington in Ueland v. Pengo Hydra-Pull Corp., 103
29 Wn.2d 131, 691 P.2d 190 (1984). Therein an action was
30 established for a child's claim for loss of a parent's love,

31 BARNETTS' BRIEF IN SUPPORT
32 1500\4789\801 - Page: 29

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LAWYERS

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Civil Track I
The Honorable John Riley

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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

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS &
8400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104
(206) 823-7880

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

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

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.² 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 ² 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.

1 for alleged sexual misconduct with his or her spouse.

2 only loss of consortium damages." (Emphasis added.)

3 plainly inapplicable, because CCBTC and the Barnetts al
4 alleged to have engaged in sexual misconduct with Jorgense
5 ex-husband, and she seeks more than loss of consortium damage

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

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

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

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

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

ATTACHMENT B

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

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

Plaintiffs,)

vs.)

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

Defendants.)

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

Plaintiffs,)

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

Defendants.)

MAUREEN P. JORGENSEN,)

Plaintiff,)

vs.)

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

Defendants.)

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

Plaintiff,)

vs.)

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

Defendants.)

NO. 86-2-18176-8

(Consolidated)

DEPOSITION OF

DENNIS PANGBURN

VOLUME II

MARCH 30, 1989

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SCHWEPPE, KRUG & TAUSEND

**Sandra
Baker &
Associates** Court Reporters
and Legal
Video Service

COPY

870 10th Lane, Fox Island, Washington 98333, Tacoma 272.9288, Bremerton 373.9032, Seattle 622.9919

(By Mr. Hollenbeck)

1 attending?

2 A I believe she left, I believe it was a little bit
3 before I did.

4 Q When did you leave or cease attending?

5 A I was disfellowshipped in, let's see, I believe it was
6 May of 1987.

7 Q And why were you disfellowshipped in May of 1987?

8 A I was disfellowshipped for, at least from what I heard
9 in between the railing accusations that were going on at
10 the time, adultery and not taking care of my wife the way
11 I should.

12 Q Which wife?

13 A What? Which wife?

14 Q Well, I thought the divorce of Maureen Jorgensen and you
15 occurred in April of '86.

16 A Well, the past --

17 MS. JONES: That's what I thought. Excuse me.

18 THE WITNESS: Past, past speaking. You are
19 talking about the past.

20 Q They retrospectively said you hadn't taken care of
21 Maureen Pangburn?

22 A Right.

23 Q And disfellowshipped you for that and adultery, was your
24 understanding?

25 A That was --

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

EVANS, CRAVEN & LACKIE, P.S.

MAUREEN P. JORGENSEN

SCHNEPPE, KRUG & TAUSCH

LANE POWELL MOSS & MILLER

Consolidated No. 86-2-18176-8

Plaintiffs,

NO. 86-2-26360-8

vs.

NOTE FOR MOTION DOCKET

COMMUNITY CHAPEL AND BIBLE TRAINING CENTER, ET AL.,

Defendants.

TO: THE CLERK OF THE COURT; and to all parties named below:

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 Civil Motion Calendar.

DATE OF HEARING: Wednesday / May 3, 1989 (Day of Week) (Calendar Date)

TIME OF HEARING: 4:30 p.m.

PLACE OF MOTION: E854

NATURE OF MOTION: Continuance of Trial or Stay of Proceedings

DATED: May 3, 1989

Typed Name: Susan Delanty Jones

OF: PRESTON, THORGRIMSON, ELLIS & HOLMAN

Attorney for: Plaintiff

Phone: 206-623-7580

OTHER PARTIES REQUIRING NOTICE:

Fill In & Check Box If Backside Is Used []

SEE ATTACHED LIST

Name: Name:

Address: Address:

Phone: Phone:

Attorney for: Attorney for:

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

12
13 Rodney D. Hollenbeck, Esquire
14 Evans, Craven & Lackie, P. S.
15 3100 Columbia Seafirst Center
16 701 Fifth Avenue
17 Seattle, WA 98104
18 Attorney for Defendants Barnett

19
20 Don M. Gulliford, Esquire
21 Don M. Gulliford & Associates
22 2200 - 112th Avenue Northeast, #200
23 Bellevue, WA 98004
24 Attorney for Plaintiff
25 St. Paul Fire and Marine
26 Insurance Company

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

R. Andrew Bergh
Stafford, Frey, Cooper & Stewart
500 Watermark Tower
88 Spring Street
Seattle, Washington 98104
Attorneys for Defendants
Wayne Snoey, et al.

12P.05L

1 Bruce Winchell, Esquire
2 Lane, Powell, Moss & Miller
3 3800 Rainier Tower
4 1301 Fifth Avenue
5 Seattle, Washington 98101
6 Attorney for Plaintiff
7 American Casualty Company

8 Alvin D. Mayhew, Jr.
9 Attorney at Law
10 1016 Main Street
11 Sumner, Washington 98390
12 Attorneys for Plaintiff
13 Gary Lien

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**Sandra
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Associates** Court Reporter
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1000 MAY - 4 PM 12:15

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

April 26, 1989

86-2-26360-8

Rodney D. Hollenbeck
Attorney at Law
3100 Columbia Center
701 Fifth Avenue
Seattle, WA 98104

Re: Jorgensen vs. Community Chapel & Bible Training Ctr., et al.

Dear Mr. Hollenbeck:

Please be advised that I have received the signature page back for the deposition of Dr. Philbrick taken in the above cause on March 24, 1989. Therefore, I am now filing the original deposition, sealed, with you.

I have forwarded copies of the signature page to the other parties involved in this matter, as well.

Sincerely,

Mary Jo Tate

Mary Jo Tate
Court Reporter

Enclosure

cc: Ms. Catherine D. Shaffer
Mr. Anthony D. Shapiro
Mr. James A. Swigart
King County Superior Court Clerk #86-2-18176-8

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KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

May 2, 1989

86-2-26360-8

Robert Rohan
Attorney at Law
800 Waterfront Place
1011 Western Avenue
Seattle, WA 98104

Re: Jorgensen vs. Community Chapel & Bible Training Ctr., et al.

Dear Mr. Rohan:

Please be advised that, to date, I have not received the signature page back for the deposition of Maureen Jorgensen taken in the above cause on April 12, 1989. Therefore, I am now filing the original deposition, sealed, with you.

In the event I receive the signature page back prior to trial, I will forward copies to all the parties involved in this matter.

Sincerely,

Mary Jo Tate

Mary Jo Tate
Court Reporter

Enclosure

cc: Ms. Susan D. Jones
Mr. Rodney D. Hollenbeck
Mr. Bruce Winchell
Mr. Don M. Gulliford
King County Superior Court Clerk #86-2-18176-8

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ORIGINAL

FILED CIVIL TRACK I
THE HONORABLE JOHN RILEY

1989 MAY 22 PM 12:00

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

SUPERIOR COURT CLERK
SEATTLE, WA

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

Plaintiff,)

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 JORGENSON,)

23 Plaintiff,)

24 v.)

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

27 Defendants.)
28

No. 88-2-04615-8

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

BLOCK ACCOUNT RECEIPT

No. 86-2-18176-8

No. 86-2-18429-5

No. 86-2-26360-8

BLOCK ACCOUNT RECEIPT

LAW OFFICES OF
ADLER GIERSCH, P.S.
SUITE 600
401 SECOND AVE. S.
SEATTLE, WA 98104
(206) 682-0300

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1
2 RECEIPT is hereby acknowledged of \$2,955.00 dollars deposited
3 with the undersigned by Ann J. Durham, attorney for Wendy Kitchell
4 a minor; \$2,955.00 was placed in Term Deposit
5 until April 19, 1994, and the undersigned agrees to hold the same
6 and any subsequent deposits to said account and not allow
7 withdrawal thereof except when Term Deposit comes due, per
8 order of King County Superior Court.
9

10 DATED this 9th day of May, 1989.
11
12

13 Marla McMillan

14 Marla McMillan
of U.S. Bank
15
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28 BLOCK ACCOUNT RECEIPT

LAW OFFICES OF
ADLER GIERSCH, P.S.
SUITE 600
401 SECOND AVE. S.
SEATTLE, WA 98104
(206) 682-0300

CIVIL TRACK I
THE HONORABLE JOHN RILEY

SUPERIOR COURT FOR THE STATE OF WASHINGTON
COUNTY OF KING

MAUREEN P. JORGENSEN,)	
)	
Plaintiff,	)	NO. 86-2-26360-8
)	
v.)	
	)	STIPULATION AND ORDER
COMMUNITY CHAPEL AND BIBLE	)	REGARDING CONFIDENTIALITY
TRAINING CENTER, et al.,	)	OF SETTLEMENT AND SEALING
	)	DEPOSITIONS
Defendants.)	
	)	(TO BE FILED UNDER SEAL)

Pursuant to the Full Release and Settlement Agreement entered into between defendants Donald and Barbara Barnett, and Community Chapel and Bible Training Center, and plaintiff, Maureen Jorgensen and her husband Glen Jorgensen, defendants and plaintiff and Glen Jorgensen hereby stipulate, agree, and request that the Court enter the following order:

Defendants Donald and Barbara Barnett, and Community Chapel and Bible Training Center, and plaintiff Maureen Jorgensen and her husband Glen Jorgensen, and their attorneys and each of their agents and employees, or persons acting for them, are prohibited from disclosing the nature and substance of the settlement negotiations with defendants, the terms of settlement or its meaning, importance, value or comparative value to other

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1 settlements or judgments. Defendants, Barnetts and Community
2 Chapel, however, can make such disclosures to their attorneys-
3 of-record or to any other person or entity such as their
4 accountants, auditors, insurers or any other similar entity or
5 individual to whom such disclosure is required in the ordinary
6 course of their business. Plaintiff and her husband Glen
7 Jorgensen and her attorneys, and each of her agents and
8 employees, may not make any statements, either directly or
9 indirectly, by implication or innuendo, to anyone, including the
10 press or media, concerning the amount of settlement or the nature
11 and substance of settlement negotiations, or describing or
12 characterizing the settlement in any way, except that plaintiff
13 may make disclosures to her attorneys of record and to such
14 accountants or financial or tax advisors as she may consult with
15 with respect to or advice about the funds she receives from this
16 settlement. Plaintiff and her husband Glen Jorgensen and her
17 attorneys, and each of her agents and employees, may not use her
18 involvement in this settlement with defendants Barnetts and
19 Community Chapel, or the settlement negotiations as the basis for
20 speeches, interviews, seminars, articles, books or promotional
21 materials of any kind.

22 Any inquiry of plaintiff or her attorneys, and her husband
23 Glen Jorgensen, or each of her agents and employees, into the
24 settlement, its amount, meaning or comparative value, or the
25 negotiations leading to the settlement by anyone, including the
26

1 press or media, will be met by a statement that the matter was
2 settled prior to trial and that they have no further comment.

3 Plaintiff and her husband Glen Jorgensen and her attorneys,
4 and each of her agents and employees, agree that a violation of
5 the court order prohibiting any unauthorized disclosure of the
6 nature and substance of the settlement negotiations, the meaning
7 of the settlement, its importance, value or comparative value to
8 other settlements or judgments will subject the offending person
9 to further review by the Court.

10 Any and all documents and records containing the terms and
11 conditions of settlement and all depositions taken in this action
12 are to be sealed. Such seal may be broken only by lawful order
13 of the court or by the written consent of all parties
14 contributing to said settlement.

15 DATED this 18 day of May, 1989.

16 SCHWEPPE, KRUG & TAUSEND, P.S.

17
18 By Robert J. Rohan

19 Robert J. Rohan
20 Anthony D. Shapiro
21 Attorneys for Defendant
22 Community Chapel

23 EVANS, CRAVEN & LACKIE, P.S.

24 By Rodney D. Hollenbeck

25 Rodney Hollenbeck
26 Attorneys for Defendants
Barnett

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PRESTON, THORGRIMSON, ELLIS
& HOLMAN

By Susan Delanty Jones
Susan Delanty Jones
Attorneys for Plaintiff
Maureen Jorgensen

Maureen Jorgensen
Maureen Jorgensen

ORDER

It is so ORDERED.

DONE IN OPEN COURT this 26th day of May, 1989.

John W. Ray
Judge, Court Commissioner

Presented by:

SCHWEPPE, KRUG & TAUSEND, P.S.

By Anthony D. Shapiro
Anthony D. Shapiro
Attorneys for Community
Chapel & Bible Training Center

Approved:

EVANS, CRAVEN & LACKIE, P.S.

By Rodney D. Hollenbeck
Rodney Hollenbeck
Attorneys for Defendants
Barnett

PRESTON, THORGRIMSON, ELLIS
& HOLMAN

By Susan Delanty Jones
Susan Delanty Jones
Attorneys for Plaintiff
Maureen Jorgensen

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Glen Jorgensen

0147-005\0050489.RJR

V.C
5-31

CIVIL TRACK I
THE HONORABLE JOHN RILEY

SUPERIOR COURT FOR THE STATE OF WASHINGTON
COUNTY OF KING

1	MAUREEN P. JORGENSEN,)	
2)	
3)	
4)	
5)	
6)	
7	Plaintiff,	)	NO. 86-2-26360-8
8)	
9	v.	)	STIPULATION AND ORDER
10	COMMUNITY CHAPEL AND BIBLE	)	FOR DISMISSAL
11	TRAINING CENTER, et al.,)	
12	Defendants.)	

IT IS HEREBY STIPULATED by and between Maureen Jorgensen, and Donald Lee and Barbara Barnett, and Community Chapel and Bible Training Center, through their respective counsel, that the above-entitled action has been fully settled and compromised, and that the Complaints may be dismissed with prejudice and without costs as to any and all causes of action by the plaintiff against the defendants.

DATED this 26th day of May, 1989.

SCHWEPPE, KRUG & TAUSEND, P.S.

By Robert J. Rohan
Robert J. Rohan
Anthony D. Shapiro
Attorneys for Defendant
Community Chapel

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EVANS, CRAVEN & LACKIE, P.S.

By Rodney D. Mollenbeck
Rodney Mollenbeck
Attorneys for Defendants
Barnett

PRESTON, THORGRIMSON, ELLIS
& HOLMAN

By Susan Delanty Jones
Susan Delanty Jones
Attorneys for Plaintiff
Maureen Jorgensen

ORDER

PURSUANT to the foregoing Stipulation, it is hereby ORDERED that the above-entitled action be, and the same is hereby dismissed with prejudice and without costs as to any and all causes of action and claims by plaintiff Maureen Jorgensen.

DONE IN OPEN COURT this 26th day of May, 1989.

J. R. [Signature]
Judge/Court Commissioner

Presented by:
SCHWEPPE, KRUG & TAUSEND, P.S.

Anthony D. Shapiro
Anthony D. Shapiro
Attorneys for Defendant
Community Chapel

1 Approved by:

2 EVANS, CRAVEN & LACKIE, P.S.

3

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Rodney D. Hollenbeck

Rodney Hollenbeck
Attorneys for Defendants
Barnett

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PRESTON, THORGRIMSON, ELLIS
& HOLMAN

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Susan Delanty Jones

Susan Delanty Jones
Attorneys for Plaintiff
Maureen Jorgensen

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**King County
Department of Judicial Administration**

M. Janice Michels
Director and Superior Court Clerk

E609 King County Courthouse
516 Third Avenue
Seattle, Washington 98104-2386
(206) 296-9300 (206) 296-0100 TTY/TTD

FILED
1989 JUN -9 AM 9:17
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

June 8, 1989

Susan Delanty Jones
5400 Columbia Seafirst Center
701 Fifth Avenue
Seattle, WA 98104-7011

RE: Maureen Jorgensen vs. Community Chapel & Bible Training Center
King County Cause #86-2-26360-8

Dear Ms. Jones:

A Protective Order was filed in the above entitled cause on May 26, 1989 requiring that certain documents be held confidential.

This is to inform you that any filed document which is to be held confidential by the Clerk must be clearly marked in red, on the face of the documents, as follows:

"CONFIDENTIAL DOCUMENT" pursuant to sub number 53.

Sincerely,

M. JANICE MICHELS
SUPERIOR COURT CLERK

Victor Greer

By: Victor Greer
Deputy Clerk
296-7857

RF-277

55 MA.

C.R.S.P.



**King County
Department of Judicial Administration**

M. Janice Michels
Director and Superior Court Clerk
E609 King County Courthouse
516 Third Avenue
Seattle, Washington 98104-2386
(206) 296-9300 (206) 296-0100 TTY/TTD

June 8, 1989

Rodney Hollenbeck
3100 Columbia Center
Seattle, WA 98104

RE: Maureen Jorgensen vs. Community Chapel & Bible Training Center
King County Cause #86-2-26360-8

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Sincerely,

M. JANICE MICHELS
SUPERIOR COURT CLERK

Victor Greer

By: Victor Greer
Deputy Clerk
296-7857

RF-277



**King County
Department of Judicial Administration**

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Director and Superior Court Clerk

E609 King County Courthouse
516 Third Avenue
Seattle, Washington 98104-2386
(206) 296-9300 (206) 296-0100 TTY/TTD

June 8, 1989

Anthony D. Shapiro
800 Waterfront Place
1011 Western Avenue
Seattle, WA 98104

RE: Maureen Jorgensen vs. Community Chapel & Bible Training Center
King County Cause #86-2-26360-8

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RF-277